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FILED
ALAMEDA COUNTY

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CLERK OF THE SUPERIOR COURT

By  Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

**THE PEOPLE OF THE STATE OF
CALIFORNIA,**

Plaintiff,

v.

**AUTOZONE, INC., AUTOZONE WEST,
INC., AUTOZONE WEST, LLC,
AUTOZONE PARTS, INC.,**

Defendants.

CASE NO.: RG19019395

[PROPOSED]

**FINAL JUDGMENT AND
PERMANENT INJUNCTION ON
CONSENT**

1 WHEREAS, THE PEOPLE OF THE STATE OF CALIFORNIA ("the People"), by and
2 through its attorneys, Xavier Becerra, Attorney General of the State of California, the District
3 Attorneys of Alameda, Monterey, Riverside, San Diego, San Francisco, San Joaquin, Solano,
4 Ventura, and Yolo Counties, and the City Attorney for the City of Los Angeles, and
5 AUTOZONE, INC., AUTOZONE WEST, INC., AUTOZONE WEST, LLC, and AUTOZONE
6 PARTS, INC. (hereinafter collectively referred to as "AutoZone Defendants") appearing through
7 their attorneys, Buchalter, by Peter W. McGaw, have agreed to settle the above captioned matter
8 without further litigation and have entered into a Stipulation for Entry of Final Judgment and
9 Permanent Injunction in this matter ("Stipulation") and thereby have consented to entry of this
10 Final Judgment and Permanent Injunction on Consent ("Final Judgment on Consent") without
11 trial or adjudication of any fact or law herein. The AutoZone Defendants and the People are
12 collectively referred to as "the Parties";

13 AND WHEREAS, the Court finds that the settlement between the Parties is fair and in the
14 public interest;

15 NOW THEREFORE, upon the consent of the Parties, it is hereby ORDERED,
16 ADJUDGED, AND DECREED:

17 **1. JURISDICTION**

18 The Superior Court of California, County of Alameda, has subject matter jurisdiction over
19 the matters alleged in this action and personal jurisdiction over the Parties to this Final Judgment
20 on Consent.

21 **2. SETTLEMENT OF DISPUTED CLAIMS**

22 This Final Judgment on Consent is not an admission or denial by the AutoZone
23 Defendants regarding any issue of law or fact in the above-captioned matter or any violation of
24 any law. The Parties have stipulated and consented to entry of this Final Judgment on Consent
25 pursuant to a compromise and settlement of disputed claims alleged in the Complaint.

26 All Parties have stipulated and consented to the entry of this Final Judgment on Consent
27 prior to the taking of any proof, and without trial or adjudication of any fact or law herein. The
28

Parties also waive their right to appeal the allegations in the Complaint, except as expressly provided herein.

3. DEFINITIONS

Except where otherwise expressly defined in this Final Judgment on Consent, all terms shall be interpreted consistent with the Hazardous Waste Control Law (Health & Saf. Code, § 25100 et seq.), the Hazardous Materials Release Response Plans and Inventory Law (Health & Saf. Code, § 25500 et seq.), the Customer Records Law (Civ. Code, § 1798.80 et seq.) and the Transportation of Hazardous Materials Law (Veh. Code, § 32000 et seq.), and the regulations promulgated under these laws. The regulations implementing the Hazardous Waste Control Law are found at California Code of Regulations, title 22, section 66260.1 et seq. ("Title 22"). The regulations implementing the Hazardous Materials Release Response Plans and Inventory Law are found at California Code of Regulations, title 19, section 2620 et seq. ("Title 19").

"CALIFORNIA AUTOZONE FACILITIES" means the AutoZone Defendants': 1) retail stores and distribution centers in the State of California that are owned, operated or leased by the AutoZone Defendants as of the date of entry of judgment of this Final Judgment on Consent, which are listed in **Exhibit A-1**; and 2) new retail stores and distribution centers that are owned, operated or leased by the AutoZone Defendants in the State of California after the date of entry of this Final Judgment on Consent.

"COVERED MATTER FACILITIES" means the AutoZone Defendants' retail stores and distribution centers and former retail stores and distribution centers in the State of California that were owned, operated or leased by the AutoZone Defendants as of December 12, 2018, all of which are listed in **Exhibit A-2**, attached and incorporated herein by this reference.

"CUSTOMER RECORDS" means customer and records as defined in Civil Code section 1798.80, subdivisions (b) and (c).

"DTSC" means the California Department of Toxic Substances Control.

"HAZARDOUS WASTE" shall have the same definition as set forth in Health and Safety Code section 25117 and California Code of Regulations, title 22, section 66260.10, and includes "extremely hazardous waste" as defined in Health and Safety Code section 25115.

1 “HAZARDOUS MATERIAL” shall have the same definition as set forth in Health and
2 Safety Code section 25501, subdivision (n).

3 “PERSONAL INFORMATION” means personal information as defined in Civil Code
4 section 1798.80, subdivision (e).

5 “RECORDS” means records as defined in Civil Code section 1798.80, subdivision (b).

6 “TRASH RECEPTACLES” means waste bins, front-loader dumpsters, dumpsters, trash
7 compactors, roll-off boxes, and any other receptacles the contents of which are picked up by
8 commercial or municipal trash haulers for transport to municipal landfills or other disposal
9 facilities.

10 “UNIFIED PROGRAM AGENCY” or “UPA” shall have the same definition as set forth
11 in Health and Safety Code section 25404, subdivision (a)(1)(C).

12 “UNIFORM HAZARDOUS WASTE MANIFEST” means the shipping document that is
13 required by law to accompany shipments of HAZARDOUS WASTE from the point of
14 generation, through transportation, to the final permitted treatment, storage, and disposal facility.

15 “UNIVERSAL WASTE” shall have the same definition as set forth in California Code of
16 Regulations, title 22, sections 66261.9 and 66273.9.

17 “WASTE” shall have the same definition as set forth in Health and Safety Code section
18 25124.

19 **4. INJUNCTIVE RELIEF**

20 Pursuant to the provisions of Health and Safety Code sections 25181, 25515.6, 25515.8,
21 and Business and Professions Code section 17203, and subject to Paragraph 19 below, the
22 AutoZone Defendants are each permanently enjoined and shall comply with the injunctive
23 provisions in Paragraphs 4.1 and 4.2, below. Notwithstanding any other provision in this Final
24 Judgment on Consent, nothing in this Final Judgment on Consent shall relieve the AutoZone
25 Defendants from prospectively complying with all applicable laws and regulations.

26 Failure to comply with this injunction or any of the specific additional injunctive
27 provisions that follow may subject the AutoZone Defendants to sanctions including, but not
28 limited to, contempt and/or additional penalties, in accordance with California law.

1 **4.1 Mandatory Injunctive Provisions**

2 The AutoZone Defendants shall each comply with each of the following provisions:

3 4.1.a. For a period of five (5) years following the entry of this Final Judgment on
4 Consent, the AutoZone Defendants shall conduct independent third-party audits to evaluate
5 compliance with the requirements of this Final Judgment on Consent as follows:

6 (i.) *General Audit Program*: The AutoZone Defendants shall retain the services of an
7 independent third-party auditor (“Auditor”) to be selected by the AutoZone Defendants and
8 subject to reasonable approval by the People. The AutoZone Defendants shall select the
9 proposed Auditor and submit the name and qualifications of the proposed Auditor to the People,
10 in writing and electronically via e-mail, within thirty (30) calendar days of the entry of the Final
11 Judgment on Consent. The AutoZone Defendants’ proposed Auditor will become the Auditor
12 unless the People raise concerns in writing about the proposed Auditor within fourteen (14)
13 calendar days after the AutoZone Defendants submit the proposed Auditor to the People. Any
14 disputes about the selection of the Auditor will be resolved by the Court pursuant to Paragraph
15 13 herein if the Parties are unable to reach agreement. The Auditor shall be engaged by the
16 AutoZone Defendants within ninety (90) calendar days of the date of entry of this Final
17 Judgment on Consent. If, after engagement by the AutoZone Defendants, the Auditor becomes
18 unavailable to perform any services specified herein, the AutoZone Defendants will propose an
19 alternate auditor to the People following the procedure of this paragraph.

20 (ii.) The Auditor will complete three (3) independent audits – phase one within eighteen
21 (18) months, phase two within thirty-six (36) months, and phase three within fifty-four (54)
22 months, after entry of this Final Judgment on Consent. All three audit phases shall include
23 facility-specific field audits of certain CALIFORNIA AUTOZONE FACILITIES as follows:
24 The eighteen (18) month (Phase One) audit shall include facility-specific field audits at one
25 hundred (100) of the CALIFORNIA AUTOZONE FACILITIES; the thirty-six (36) month
26 (Phase Two) audit shall include facility-specific field audits at fifty-eight (58) of the
27 CALIFORNIA AUTOZONE FACILITIES; and the fifty-four (54) month (Phase Three) audit
28 shall include facility-specific field audits at fifty-eight (58) of the CALIFORNIA AUTOZONE

1 FACILITIES. The CALIFORNIA AUTOZONE FACILITIES to be field audited shall be
2 selected by the Auditor, with input by the People and the AutoZone Defendants, using a random
3 process. The People's and the AutoZone Defendants' input may include designating one or
4 more specific stores or distribution centers to be included within the group of facilities selected
5 by the Auditor to be field audited (in place of a like number of randomly selected facilities) for
6 the purpose of assuring audits are performed at a representative sample of stores and/or
7 distribution centers, taking in consideration, customer volume and customer traffic. While the
8 AutoZone Defendants may have input into the designation of a store or distribution center for
9 inclusion in the field audit, the AutoZone Defendants shall not share any portion of any audit
10 schedule with a targeted CALIFORNIA AUTOZONE FACILITY or contact that facility in any
11 manner so as to impede the integrity, impartiality or objectiveness of the audit. The field audits
12 will be conducted without advance notice to the affected CALIFORNIA AUTOZONE
13 FACILITY, except to the minimum extent deemed necessary by the Auditor to ensure the
14 presence of persons required for interviews and access. In addition, the eighteen (18) month
15 (Phase One) audit and the fifty-four (54) month (Phase Three) audit shall include a review of
16 the store-level execution by the AutoZone Defendants, and each of them, of the corporate
17 management program then in place for ensuring compliance with the requirements of this Final
18 Judgment on Consent.

19 (iii.) All three audit phases shall be conducted pursuant to an Audit Protocol that shall
20 be developed by the selected Auditor, in consultation with the AutoZone Defendants, and
21 provided to the People for review, comment, and approval. The People may provide any
22 comment to the Auditor and the AutoZone Defendants within thirty (30) calendar days of
23 receiving the proposed Audit Protocol. The Auditor shall incorporate any comments by the
24 People into a revised Audit Protocol, except if the AutoZone Defendants disagree with any of
25 the comments, they may engage in good-faith discussions for no more than 15 (fifteen) calendar
26 days with the People to resolve the issue and develop a mutually acceptable protocol. The Audit
27 Protocol will specify the required date of submission of written reports of the audits conducted,
28 at the intervals specified below. Any disputes about the content of the Audit Protocol will be

1 resolved by the Court pursuant to Paragraph 13 herein if the Parties are unable to reach
2 agreement.

3 (iv.) The Auditor shall prepare an audit report for each audit phase completed and
4 submit the audit reports to the AutoZone Defendants, with a simultaneous copy to the People, in
5 accordance with the time frames specified in the final Audit Protocol, but in no event later than
6 ninety (90) calendar days after the completion of each specific phase of the field audits. At the
7 request of the AutoZone Defendants, the Auditor may submit to the People and the AutoZone
8 Defendants drafts of audit reports. The three (3) audit reports referenced above shall include,
9 but not be limited to, a complete description and discussion of all environmental audit
10 objectives, scope, and criteria, activities, findings, conclusions, and recommendations, and the
11 reports shall identify and discuss all evidence considered or relied upon to support the audit's
12 findings, conclusions and recommendations. Such reports shall also include, but not be limited
13 to, whether the AutoZone Defendants have implemented sufficient compliance management
14 systems to satisfactorily address and implement the provisions of this Final Judgment on
15 Consent, an evaluation of potential noncompliance with the injunctive provisions of this Final
16 Judgment on Consent at any of the CALIFORNIA AUTOZONE FACILITIES, a description
17 and evaluation of corrective measures, if any, that were taken by the AutoZone Defendants, a
18 chart summarizing all of the material facts indicating incidents of potential noncompliance
19 found during each phase of the field audits, and the Auditor's notes of observations taken
20 during each field audit. In reaching audit conclusions regarding compliance with the injunctive
21 provisions of this Final Judgment on Consent, the Auditor shall consider, evaluate and discuss:
22 (a) the probable reasons for noncompliance with the injunctive provisions of the Final Judgment
23 on Consent that are discovered during any of the three (3) audit phases; and (b) whether there
24 are patterns of noncompliance at any or all of the CALIFORNIA AUTOZONE FACILITIES.

25 (v.) Within thirty (30) calendar days after transmittal to the People of each
26 environmental audit report (or longer if approved by the People based on a request for
27 additional time for good cause by the AutoZone Defendants), the AutoZone Defendants shall
28 provide the People with evidence that they have corrected each incident of noncompliance with

1 the injunctive provisions of this Final Judgment on Consent, or with a written plan endorsed by
2 the AutoZone Defendants. The written plan shall include a description of corrective measures,
3 a schedule for the correction of each such incident of noncompliance, a description of the
4 compliance system shortcomings, if any, discovered during the audits and discussed in the
5 environmental audit reports, and a detailed explanation of why the noncompliance could not be
6 immediately cured. The AutoZone Defendants shall implement the schedule for correction.

7 4.1.b. The AutoZone Defendants shall undertake the following annual assessments for
8 TRASH RECEPTACLES at the CALIFORNIA AUTOZONE FACILITIES:

9 (i.) *TRASH RECEPTACLE Audit Program:* The AutoZone Defendants will
10 commission a program of audits of HAZARDOUS WASTE and UNIVERSAL WASTE
11 management and CUSTOMER RECORDS related to TRASH RECEPTACLES at the
12 CALIFORNIA AUTOZONE FACILITIES using an independent third-party auditor. These
13 audits shall be conducted annually at the CALIFORNIA AUTOZONE FACILITIES throughout
14 California over a five-year period as set forth below.

15 (ii.) *Selection of the TRASH RECEPTACLE Auditor:* Within thirty (30) calendar days
16 of the entry of this Final Judgment on Consent, the AutoZone Defendants shall identify an
17 independent third-party TRASH RECEPTACLE Auditor ("TRASH RECEPTACLE Auditor") to
18 be selected by the AutoZone Defendants and subject to reasonable approval by the People. The
19 AutoZone Defendants' proposed auditor will become the TRASH RECEPTACLE Auditor unless
20 the People raises reasonable concerns in writing about the proposed auditor within fourteen (14)
21 calendar days after the AutoZone Defendants submit to the People, in writing and electronically
22 via e-mail, the name and qualifications of its proposed auditor. Any disputes about the selection
23 of the TRASH RECEPTACLE Auditor will be resolved by the Court pursuant to Paragraph 13
24 herein if the Parties are unable to reach agreement. The TRASH RECEPTACLE Auditor shall be
25 engaged by the AutoZone Defendants within ninety (90) calendar days of the date of entry of this
26 Final Judgment on Consent. If, after engagement by the AutoZone Defendants, the TRASH
27 RECEPTACLE Auditor becomes unavailable to perform any services specified herein, the
28 AutoZone Defendants will propose an alternate TRASH RECEPTACLE auditor following the

1 procedure of this paragraph.

2 (iii.) *Conduct of TRASH RECEPTACLE Audits:* The TRASH RECEPTACLE Auditor
3 will complete annual independent audits of TRASH RECEPTACLES at CALIFORNIA
4 AUTOZONE FACILITIES at forty (40) facilities located in the eight (8) counties with the largest
5 numbers of CALIFORNIA AUTOZONE FACILITIES (Fresno, Kern, Los Angeles, Orange,
6 Riverside, Sacramento, San Bernardino, and San Diego), and at twenty-one (21) CALIFORNIA
7 AUTOZONE Facilities in the remaining California counties selected by the TRASH
8 RECEPTACLE Auditor using a random process, and one (1) California distribution center over
9 five (5) years commencing from the date of entry of this Final Judgment on Consent, and
10 pursuant to a schedule that the TRASH RECEPTACLE Auditor will develop and share with the
11 People and the AutoZone Defendants. While the AutoZone Defendants may verify that TRASH
12 RECEPTACLES which are the subject of the audit will not be empty at the time of the audit, the
13 AutoZone Defendants shall not share any portion of the audit schedule with a targeted
14 CALIFORNIA AUTOZONE FACILITY or contact that facility in any manner so as to impede
15 the integrity, impartiality or objectiveness of the audit. The audits will assess the AutoZone
16 Defendants' compliance with the Injunctive terms in Paragraphs 4.2., regarding the disposal of
17 HAZARDOUS WASTE, HAZARDOUS MATERIALS, and UNIVERSAL WASTE, and the
18 making of PERSONAL INFORMATION unreadable or undecipherable in CUSTOMER
19 RECORDS. The managers or employees of any targeted CALIFORNIA AUTOZONE
20 FACILITY shall not be provided with the schedule for the audits. Solely for the purpose of
21 verifying that the TRASH RECEPTACLES which are the subject of the scheduled audit will not
22 be empty at the time of the scheduled audit, not more than 24 hours prior to the scheduled audit,
23 the AutoZone Defendants may contact the manager of the targeted CALIFORNIA AUTOZONE
24 FACILITY to ensure that the TRASH RECEPTACLES will not be empty. If such contact is
25 made, the AutoZone Defendants shall inform the People in writing by email of the information
26 conveyed to, and received from, the manager. At the People's sole discretion, a representative of
27 the People shall be entitled to observe and photograph the field activities related to any TRASH
28 RECEPTACLE audit performed by the TRASH RECEPTACLE Auditor. The AutoZone

1 Defendants shall be entitled to have one or more representatives available during field work
2 performed by the TRASH RECEPTACLE Auditor.

3 The TRASH RECEPTACLE Audits shall be conducted pursuant to a TRASH
4 RECEPTACLE Audit Protocol that will be developed by the TRASH RECEPTACLE Auditor
5 and provided prior to implementation to the People for review, comment and approval within
6 thirty (30) calendar days of transmittal of the proposed TRASH RECEPTACLE Audit Protocol to
7 the People. The TRASH RECEPTACLE Audit Protocol shall identify the process to be followed
8 in conducting TRASH RECEPTACLE Audits, including but not limited to, safety measures to be
9 followed by the TRASH RECEPTACLE Auditor, protocols to be followed in executing the
10 TRASH RECEPTACLE Audits, methodology to be used in identifying, segregating and lawfully
11 disposing, any suspected HAZARDOUS WASTE, UNIVERSAL WASTE and CUSTOMER
12 RECORDS found, and proposed formats for reporting specific findings with respect to
13 HAZARDOUS WASTE, UNIVERSAL WASTE and CUSTOMER RECORDS found in audited
14 TRASH RECEPTACLES. The TRASH RECEPTACLE Auditor shall incorporate any comments
15 by the People into a revised TRASH RECEPTACLE Audit Protocol, except if the AutoZone
16 Defendants, or any of them, disagree with any of the comments, they may engage in good-faith
17 discussions for no more than 15 (fifteen) calendar days with the People to resolve the issue and
18 develop a mutually acceptable protocol. The TRASH RECEPTACLE Audit Protocol will specify
19 the required date of submission of written reports of the audits conducted, at the intervals
20 specified below. Any disputes about the content of the TRASH RECEPTACLE Audit Protocol
21 will be resolved by the Court pursuant to Paragraph 13 herein if the Parties are unable to reach
22 agreement.

23 Subject to the requirements regarding the representative location of the CALIFORNIA
24 AUTOZONE FACILITIES set forth in Paragraph 4.1.b.(iii)., above, the specific facilities to be
25 subjected to a TRASH RECEPTACLE audit shall be selected using a random process by the
26 TRASH RECEPTACLE Auditor, with input by the People and by the AutoZone Defendants,
27 from the CALIFORNIA AUTOZONE FACILITIES. The People's input may include
28 designating one or more specific stores or distribution centers to be included within the group of

1 CALIFORNIA AUTOZONE FACILITIES selected by the auditor to be field audited (in place of
2 a like number of randomly selected facilities). The AutoZone Defendants input will be solely for
3 the purpose of assuring that audits are performed at a representative sample of stores and/or
4 distribution centers, taking in consideration customer volume and customer traffic. If there is a
5 disagreement between the People and the AutoZone Defendants regarding the designation of
6 specific store or distribution center, the People shall make the final determination regarding
7 which stores or distribution center will be audited. The audits will be conducted without advance
8 notice to the affected CALIFORNIA AUTOZONE FACILITY, except to the minimum extent
9 deemed necessary by the TRASH RECEPTACLE Auditor to ensure the presence of persons
10 required for access to the TRASH RECEPTACLE. The Audit Protocol should, to the extent
11 practicable and without providing notice to any facility or distribution center to be audited, seek
12 to ensure that receptacles being audited are full.

13 (iv.) **Reports:** The TRASH RECEPTACLE Auditor shall prepare a TRASH
14 RECEPTACLE Audit Report for each audited TRASH RECEPTACLE and submit the audit
15 reports to the AutoZone Defendants, with a simultaneous copy to the People, in accordance with
16 the time frames specified in the final TRASH RECEPTACLE Audit Protocol, but in no event
17 later than thirty (30) calendar days after the completion of each TRASH RECEPTACLE audit.
18 The TRASH RECEPTACLE Audit Reports shall include, but not be limited to, the TRASH
19 RECEPTACLE Auditor's notes of observations taken during each such audit, a complete
20 description and discussion of all activities, specific findings with respect to HAZARDOUS
21 WASTE, including UNIVERSAL WASTE, and CUSTOMER RECORDS with PERSONAL
22 INFORMATION present in the TRASH RECEPTACLE, along with the TRASH RECEPTACLE
23 Auditor's conclusions and recommendations for corrective measures, if any, that should be taken
24 by the AutoZone Defendants.

25 Within thirty (30) calendar days (or longer if approved by the People based on a request
26 for additional time for good cause by the AutoZone Defendants) after receipt of each TRASH
27 RECEPTACLE Audit Report, the AutoZone Defendants shall provide the People with evidence
28 that they promptly remedied any alleged environmental compliance violation or deficiency, or

1 any alleged CUSTOMER RECORD violation or deficiency, and properly disposed of any
2 alleged unlawfully placed items found during the audit, and made unreadable or undecipherable
3 through any means any alleged PERSONAL INFORMATION. The AutoZone Defendants
4 shall further provide to the People a written plan endorsed by the AutoZone Defendants to
5 address compliance system shortcomings, if any, identified by any TRASH RECEPTACLE
6 Audit. The AutoZone Defendants shall implement the plan for correction.

7 **4.2 Additional Injunctive Provisions**

8 The AutoZone Defendants, and each of them, are hereby prohibited from violating
9 California law in connection with the ownership or operation of the CALIFORNIA
10 AUTOZONE FACILITIES as follows:

11 4.2.a. Disposing, or causing the disposal of, any HAZARDOUS WASTE at a point not
12 authorized according to the provisions of the Hazardous Waste Control Law as required by
13 Health and Safety Code section 25203, including, without limitation, to any TRASH
14 RECEPTACLE, drain, sink or toilet at any of the CALIFORNIA AUTOZONE FACILITIES,
15 or onto the surface or subsurface of the ground at any unauthorized location in California, or at
16 a landfill or transfer station in California not authorized to receive HAZARDOUS WASTE.

17 4.2.b. Failing to determine, at each CALIFORNIA AUTOZONE FACILITY, whether
18 each item or product returned by a customer to that facility is a WASTE, and if so, whether it is
19 a HAZARDOUS WASTE, as required by California Code of Regulations, title 22, section
20 66262.11 [Hazardous Waste Determination].

21 4.2.c. Failing to determine, at each CALIFORNIA AUTOZONE FACILITY, whether
22 each item of WASTE generated or otherwise located at that facility as a result of a spill, customer
23 return or other customer activity, container breakage or other means, is a HAZARDOUS
24 WASTE, as required by California Code of Regulations, title 22, section 66262.11.

25 4.2.d. Failing to manage at each CALIFORNIA AUTOZONE FACILITY every item of
26 HAZARDOUS WASTE as required by Hazardous Waste Control Law and its implementing
27 regulations in the California Code of Regulations, title 22.
28

1 4.2.e. Transporting, transferring custody of, or causing to be transported in California,
2 any HAZARDOUS WASTE unless the transporter is properly licensed and registered to transport
3 HAZARDOUS WASTE as required by Health and Safety Code Section 25163. This prohibition
4 includes, without limitation, the transportation of any HAZARDOUS WASTE by a person that is
5 not properly licensed and registered to transport HAZARDOUS WASTE on a VEHICLE owned
6 or operated by the AutoZone Defendants, unless otherwise permitted by Health and Safety Code
7 section 25163 or applicable regulations.

8 4.2.f. Transporting, or causing to be transported, in California any HAZARDOUS
9 WASTE to an unauthorized location, in violation of Health and Safety Code section 25203.

10 4.2.g. Failing to lawfully and timely dispose of all accumulated HAZARDOUS WASTE
11 at each CALIFORNIA AUTOZONE FACILITY, as required by California Code of Regulations,
12 title 22, section 66262.34 [Accumulation Time]; failing to timely cause to be prepared and filed
13 with DTSC a UNIFORM HAZARDOUS WASTE MANIFEST for all HAZARDOUS WASTE
14 that is transported, or submitted for transportation, for offsite handling, treatment, storage,
15 disposal, or any combination thereof, from any CALIFORNIA AUTOZONE FACILITY, as
16 required by Health and Safety Code section 25160(b)(3) and California Code of Regulations, title
17 22, section 66262.23 [Use of the Manifest]; or failing to timely notify DTSC by filing an
18 exception report concerning the treatment, storage, or disposal facility's failure to return any
19 executed UNIFORM HAZARDOUS WASTE MANIFEST as required by Health and Safety
20 Code section 25160(b)(3).

21 4.2.h. Failing to contact the transporter of, and/or the owner or operator of the designated
22 facility which was to receive, any HAZARDOUS WASTE from a CALIFORNIA AUTOZONE
23 FACILITY to determine the status of the HAZARDOUS WASTE in the event of non-receipt of a
24 copy of the UNIFORM HAZARDOUS WASTE MANIFEST with the handwritten signature of
25 the owner or operator of the designated receiving facility within thirty-five (35) days of the date
26 the waste was accepted by the initial transporter, as required by California Code of Regulations,
27 title 22, section 66262.42.

1 4.2.i. Treating, storing, disposing of, transporting, or offering for transportation, any
2 HAZARDOUS WASTE at or from a CALIFORNIA AUTOZONE FACILITY without having
3 received and used a proper identification number for the originating facility from the U.S.
4 Environmental Protection Agency or the DTSC, as required by California Code of Regulations,
5 title 22, section 66262.12, subdivision (a) [Identification Numbers for the Generator].

6 4.2.j. Failing to maintain a program for the lawful storage, handling and accumulation of
7 HAZARDOUS WASTE, and for the lawful segregation of HAZARDOUS WASTE in leaking
8 containers, at each CALIFORNIA AUTOZONE FACILITY, as required by Health and Safety
9 Code section 25123.3 and California Code of Regulations, title 22, sections 66262.34
10 [Accumulation Time], 66265.173 [Management of Containers] and 66265.177 [Special
11 Requirements for Incompatible Wastes].

12 4.2.k. Failing to maintain at each CALIFORNIA AUTOZONE FACILITY properly
13 designated and designed HAZARDOUS WASTE storage areas, which include the segregation of
14 HAZARDOUS WASTES as required by California Code of Regulations, title 22, section
15 66262.34.

16 4.2.l. Failing to conduct inspections of HAZARDOUS WASTE storage areas, at each
17 CALIFORNIA AUTOZONE FACILITY, as required by California Code of Regulations, title 22,
18 section 66265.174 [Inspections (weekly)].

19 4.2.m. Failing to comply with employee-training obligations required by California Code
20 of Regulations, title 22, section 66265.16 [Personnel Training] pertaining to the management of
21 HAZARDOUS WASTE.

22 4.2.n. Failing to immediately report any release or threatened release of a reportable
23 quantity of any HAZARDOUS MATERIAL at or from any CALIFORNIA AUTOZONE
24 FACILITY into the environment, as required by Health and Safety Code section 25510.

25 4.2.o. Failing to, for each CALIFORNIA AUTOZONE FACILITY, continuously
26 implement, maintain, and submit to the responsible UNIFIED PROGRAM AGENCY, a complete
27 hazardous material business plan, as required by Health and Safety Code sections 25507, 25508,
28 25508.2 and California Code of Regulations, title 19, section 2650 [Minimum Standards for

1 Business Plans]. Each hazardous material business plan shall include procedures for emergency
2 response to a release or threatened release of a HAZARDOUS MATERIAL, as required by
3 Health and Safety Code sections 25505 and 25507. Each such plan shall also include an
4 employee-training program that meets the requirements of Health and Safety Code section 25505,
5 subdivision (a)(4), and California Code of Regulations, title 19, section 2659 [Training]. Each
6 hazardous material business plan shall annually be reviewed, certified, and electronically
7 submitted to the statewide information management system (CERS) in accordance with the
8 requirements of Health and Safety Code sections 25508 and 25508.2.

9 4.2.p. Failing to properly manage, mark, and store HAZARDOUS WASTE non-empty
10 aerosol cans at each CALIFORNIA AUTOZONE FACILITY in compliance with the standards
11 for management of non-empty aerosol cans set forth in Health and Safety Code section 25201.16.

12 4.2. q. Failing to properly manage, mark, and store UNIVERSAL WASTE at each
13 CALIFORNIA AUTOZONE FACILITY in compliance with the standards for UNIVERSAL
14 WASTE management set forth in California Code of Regulations, title 22, sections 66273.33
15 [Universal Waste Management Requirements for Batteries, Lamps, and Mercury-Containing
16 Equipment] through 66273.36. [Personnel Training]. In the alternative, the AutoZone Defendants
17 shall manage any UNIVERSAL WASTE as HAZARDOUS WASTE pursuant to the
18 requirements of the Hazardous Waste Control Law and its implementing regulations in the
19 California Code of Regulations, title 22, including, but not limited to, California Code of
20 Regulations, title 22, section 66262.34.

21 4.2.r. Failing to keep a record of each shipment of UNIVERSAL WASTE sent from
22 each CALIFORNIA AUTOZONE FACILITY, as required by California Code of Regulations,
23 title 22, section 66273.39.

24 4.2.s. Failing to comply with the requirements for the transportation of HAZARDOUS
25 MATERIAL in California, as required under Vehicle Code section 32001, subdivisions (b) - (c).

26 4.2.t. Failing to establish and follow procedures at each of the CALIFORNIA
27 AUTOZONE FACILITIES for the management of all containers previously used to contain
28 used oil, and containers previously used to contain other fluids that are compatible with used oil,

1 as empty containers or to manage such containers in accordance with all applicable laws and
2 regulations.

3 4.2.u. Failing to properly manage, mark, and store used oil and used oil filters at each
4 CALIFORNIA AUTOZONE FACILITY in compliance with the standards for management of
5 used oil and used oil filters set forth in California Health and Safety Code Article 13
6 [Management of Used Oil]

7 4.2.v. Failing to secure all TRASH RECEPTACLES of which the AutoZone
8 Defendants have exclusive use and control at each of the CALIFORNIA AUTOZONE
9 FACILITIES, and that are capable of being locked, with a locked lid or other exclusion device
10 so as to discourage the unauthorized addition of any WASTE regulated under the Hazardous
11 Waste Control Law and Title 22; except that the AutoZone Defendants are not required to
12 secure with locks or other exclusion devices such receptacles where the AutoZone Defendants
13 do not have exclusive use or control of such receptacles, where local trash haulers will not pick
14 up from locked receptacles, or where circumstances or conditions make locking TRASH
15 RECEPTACLES not reasonably feasible.

16 4.2.w. Failing to comply with requirements to dispose, or arrange for the disposal, of
17 CUSTOMER RECORDS containing PERSONAL INFORMATION within the custody or
18 control of the AutoZone Defendants, or any of them, when CUSTOMER RECORDS are no
19 longer to be retained by the AutoZone Defendants, by: i) shredding, ii) erasing, or iii) otherwise
20 modifying the PERSONAL INFORMATION in those records to make PERSONAL
21 INFORMATION unreadable or undecipherable through any means, as required by Civil Code
22 section 1798.81.

23 **5. CIVIL PENALTIES, SUPPLEMENTAL ENVIRONMENTAL PROJECTS,**
24 **COSTS, AND HAZARDOUS WASTE MINIMIZATION**

25 **5.1 Total Payment Amount to, or at the Direction of, the People**

26 In settlement of this matter, the AutoZone Defendants shall be jointly and severally liable
27 for obligations of ELEVEN MILLION DOLLARS (\$11,000,000) to, or at the direction of, the
28 People as set forth in Paragraphs 5.2 through 5.6 below.

1 **5.2 Delivery of Payment**

2 The AutoZone Defendants shall deliver, within twenty-one (21) business days after entry
3 of this Final Judgment on Consent, all required payments in paragraphs 5.4 through 5.6 to the
4 District Attorney's Office for the County of Alameda, attention: Kenneth A. Mifsud, Assistant
5 District Attorney, for distribution pursuant to the terms of this Final Judgment on Consent.

6 **5.3 Failure to Make Payment**

7 Failure to make any payment as required herein will subject the AutoZone Defendants to a
8 late penalty fee of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) per day for each day the
9 payment is late.

10 **5.4 Civil Penalties**

11 The AutoZone Defendants shall be jointly and severally liable to pay EIGHT MILLION,
12 NINE HUNDRED THOUSAND DOLLARS (\$8,900,000) as civil penalties pursuant to Health
13 and Safety Code Sections 25189 and 25515, Business and Professions Code Section 17206, and
14 Government Code Section 26506, less the credit against penalties of ONE MILLION DOLLARS
15 (\$1,000,000) set forth in paragraph 5.7, below. Payments shall be made to the prosecuting
16 agencies/regulatory agencies identified in, and in accordance with the terms of, **Exhibits B-1 and**
17 **B-2**, attached.

18 **5.5 Supplemental Environmental Projects**

19 The AutoZone Defendants shall be jointly and severally liable to pay, in lieu of additional
20 civil penalties, ONE MILLION, THREE HUNDRED AND FIFTY THOUSAND DOLLARS
21 (\$1,350,000) for supplemental environmental projects identified in, and in accordance with the
22 terms of, **Exhibit C**, attached.

23 **5.6 Reimbursement of Costs of Investigation and Enforcement**

24 The AutoZone Defendants shall pay SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS
25 (\$750,000) for reimbursement of attorneys' fees, costs of investigation, and other costs of
26 enforcement, to the entities identified in, and in accordance with the terms of, **Exhibits D-1 and**
27 **D-2**, attached.

1 **5.7 Hazardous Waste Minimization and Enhanced Compliance**

2 The AutoZone Defendants shall be entitled to a credit against civil penalties in the amount
3 of ONE MILLION DOLLARS (\$ 1,000,000) if, within the period from August 14, 2014 to five
4 years after the entry of the Final Judgment on Consent, the AutoZone Defendants demonstrate
5 that they have spent at least TWO MILLION DOLLARS (\$2,000,000) on measures to enhance
6 performance of HAZARDOUS WASTE management in California, as identified in, and in
7 accordance with the terms of, **Exhibit E**, attached. The AutoZone Defendants shall identify and
8 certify to the People under penalty of perjury in accordance with the terms of **Exhibit E** the
9 amount of money spent and the activities performed pursuant to this Paragraph 5.7 .

10 **6. ENFORCEMENT OF FINAL JUDGMENT ON CONSENT**

11 The People may move this Court for relief for any violation of any provision of this Final
12 Judgment on Consent including, but not limited to, contempt, additional injunctive provisions, or
13 additional penalties consistent with the provisions of this Final Judgment on Consent and
14 applicable law. Except as expressly stated in this Final Judgment on Consent, nothing herein
15 shall limit any rights of the People to seek any other relief or remedies provided by law, or the
16 rights of the AutoZone Defendants to defend against any request of the People for such other
17 relief or remedies.

18 **7. MATTERS COVERED BY THIS FINAL JUDGMENT ON CONSENT**

19 7.1 This Final Judgment on Consent is a final and binding resolution and settlement of
20 all claims, violations and/or causes of action expressly alleged by the People in the Complaint and
21 all claims, violations and/or causes of action arising out of the same facts and circumstances
22 alleged in the Complaint that could have been alleged against the AutoZone Defendants. The
23 matters described in the previous sentence are "Covered Matters." Any claim, violation, or cause
24 of action that is not a Covered Matter is a "Reserved Claim." Reserved Claims include, without
25 limitation, any unknown violation, any violation that occurs after the filing of this Final Judgment
26 on Consent, and any claim, violation, or cause of action against the AutoZone Defendants'
27 independent contractors or subcontractors. The People reserve the right to pursue any Reserved
28

1 Claim and the AutoZone Defendants, and each of them, reserve the right to defend against any
2 Reserved Claim.

3 7.2 Any claims or causes of action against the AutoZone Defendants for performance
4 of cleanup, corrective action, or response action for any actual past or future releases, spills, or
5 disposals of HAZARDOUS WASTE or hazardous substances, including, but not limited to, those
6 that were caused or contributed to by the AutoZone Defendants at or from any CALIFORNIA
7 AUTOZONE FACILITY or any COVERED MATTER FACILITY, are not Covered Matters.

8 7.3 In any subsequent action that may be brought by the People based on any
9 Reserved Claim, the AutoZone Defendants agree that they will not assert that failing to pursue
10 any Reserved Claim as part of this action constitutes claim-splitting. The Parties acknowledge
11 that any tolling agreement(s) executed by or on behalf of the Parties during the course of
12 investigation by the People or during settlement negotiations between the Parties does not apply
13 to Reserved Claims or to any other claim or alleged violation not resolved by this Final Judgment
14 on Consent.

15 7.4 The provisions of paragraph 7.1 are effective on the date of entry of this Final
16 Judgment on Consent. The continuing effect of paragraph 7.1 is expressly conditioned on the
17 AutoZone Defendants' full payment of the amounts due under this Final Judgment on Consent,
18 including late payment penalties, if any, and the AutoZone Defendants' compliance with the
19 Enhanced Compliance requirements set forth in Paragraph 5.7.

20 7.5 Paragraph 7.1 does not limit the ability of the People to enforce the terms of this
21 Final Judgment on Consent.

22 7.6 The AutoZone Defendants, and each of them, covenant not to pursue any civil or
23 administrative claims against the People or against any agency of the State of California or any
24 county or city in the State of California, or any UPA (Agencies), or against any of their officers,
25 employees, representatives, agents or attorneys, arising out of or related to any Covered Matter;
26 provided, however, that if any Agencies initiate claims against the AutoZone Defendants, or any
27 of them, the AutoZone Defendants, and each of them, reserve any and all rights, claims, demands
28 and defenses against such Agencies.

1 7.7 Any event that is beyond the control of the AutoZone Defendants that prevents
2 timely or full performance of any obligation under Paragraph 4 of this Final Judgment on Consent
3 and that could not have been prevented by the exercise of prudence, diligence and care, is a “*force*
4 *majeure*” event, which shall excuse timely or full performance to the extent caused by such *force*
5 *majeure* event. The requirement that the AutoZone Defendants exercise prudence, diligence and
6 care to fulfill the obligation includes the requirement that the AutoZone Defendants use prudence,
7 diligence and care to anticipate any potential *force majeure* event and use prudence, diligence and
8 care to address the effects of any potential force majeure event: (1) as it is occurring, and (2)
9 following the *force majeure* event, such that the delay is minimized to the extent reasonably
10 feasible. “*Force majeure*” events do not include acts or omissions of the AutoZone Defendants
11 or their employees, or financial inability to fund or complete an obligation.

12 **8. NOTICE**

13 All submissions and notices required by this Final Judgment on Consent shall be sent to:

14 **For the People:**

15 Reed Sato
16 Deputy Attorney General
17 Office of the Attorney General
18 1300 I Street
19 P.O. Box 944255
20 Sacramento, CA 94244-2550
21 reed.sato@doj.ca.gov

19 Kenneth A. Mifsud
20 Assistant District Attorney
21 Alameda County District Attorney's Office
22 Consumer & Environmental Protection Division
23 7677 Oakport Street, Suite 650
24 Oakland, CA 94621-1934
25 ken.mifsud@acgov.org

23 David J. Irey
24 Assistant Chief Deputy District Attorney
25 Office of the District Attorney, Yolo County
26 Consumer Fraud and Environmental Protection Division
27 301 Second Street
28 Woodland, CA 95695
david.irey@yolocounty.org

1 **For the AutoZone Defendants.:**

2 Kristen Collier Wright
3 Senior Vice President, General Counsel & Secretary
4 AutoZone, Inc.
5 123 South Front Street
6 Memphis, Tennessee 38103
7 Kristen.Wright@Autozone.com

8 **With copy to:**

9 Peter W. McGaw
10 Buchalter, APC
11 55 Second Street, Suite 1700
12 San Francisco, CA 94105-3493
13 pmcgaw@buchalter.com

14 Any Party may change its notice name and address by informing the other Party in
15 writing, but no change is effective until it is received. All notices and other communications
16 required or permitted under this Final Judgment on Consent that are properly addressed as
17 provided in this paragraph are effective upon delivery if delivered personally or by overnight
18 mail, or are effective five (5) days following deposit in the United States mail, postage prepaid, if
19 delivered by mail, or the day that electronic mail is sent if sent before 5 p.m. to the electronic mail
20 addresses of the designated recipients for notice concurrent with sending the notice by overnight
21 mail.

22 **9. EFFECT OF FINAL JUDGMENT ON CONSENT**

23 Except as expressly provided in this Final Judgment on Consent, nothing in this Final
24 Judgment on Consent is intended, nor shall it be construed, to preclude the People or any state,
25 county, city, or local agency, department, board or entity, or any UPA from exercising its
26 authority under any law, statute or regulation. The AutoZone Defendants retain all of their
27 defenses to the exercise of the aforementioned authority.

28 **10. NO WAIVER OF RIGHT TO ENFORCE**

 The failure of the People to enforce any provision of this Final Judgment on Consent shall
neither be deemed a waiver of such provision nor in any way affect the validity of this Final
Judgment on Consent. The failure of the People to enforce any such provision shall not preclude
the People from later enforcing the same or any other provision of this Final Judgment on

1 Consent, subject to Paragraph 19, below. Except as expressly provided in this Final Judgment on
2 Consent, the AutoZone Defendants, and each of them, retain all defenses allowed by law to any
3 such later enforcement. No oral advice, guidance, suggestions or comments by employees or
4 officials of any Party regarding matters covered in this Final Judgment on Consent shall be
5 construed to relieve any other Party of its obligations under this Final Judgment on Consent.

6 **11. FUTURE REGULATORY CHANGES**

7 Nothing in this Final Judgment on Consent shall excuse the AutoZone Defendants from
8 meeting any more-stringent requirement that may be imposed by applicable law or by any change
9 in the applicable law. To the extent any future statutory or regulatory change makes the
10 AutoZone Defendants' obligations less stringent than those provided for in this Final Judgment
11 on Consent, the AutoZone Defendants may apply to this Court, on noticed motion, subject to the
12 meet and confer provisions of Paragraph 13, for modification of those obligations contained
13 herein; however, any change in law or regulation shall not reduce or diminish the AutoZone
14 Defendants' obligations to comply with Sections 4.1.a. and 4.1.b., above.

15 **12. APPLICATION OF FINAL JUDGMENT ON CONSENT**

16 This Final Judgment on Consent shall apply to and be binding upon the People and upon
17 the AutoZone Defendants, including their successors and assigns.

18 **13. CONTINUING JURISDICTION**

19 The Court shall retain continuing jurisdiction to enforce the terms of this Final Judgment
20 on Consent and to address any other matters arising out of or regarding this Final Judgment on
21 Consent. The Parties shall meet-and-confer at least ten (10) business days prior to the filing of
22 any application or motion relating to enforcement of this Final Judgment on Consent, and shall
23 negotiate in good faith in an effort to resolve any dispute without judicial intervention; provided,
24 however, that the ten (10) day period referenced above shall be shortened to five (5) business
25 days regarding any alleged violation of Paragraph 4.2.a. of this Final Judgment on Consent. If the
26 Parties are unable to resolve their dispute after meet-and-confer discussions, any Party may move
27 this Court seeking a resolution of that dispute by the Court. The meet-and-confer procedure shall
28

1 not apply to any emergency relief that the People may seek, in its sole discretion, related to the
2 enforcement of the Final Judgment on Consent.

3 **14. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS**

4 On reasonable notice, the AutoZone Defendants shall permit any duly authorized
5 representative of the People to inspect and copy records and documents reasonably relevant to
6 determine compliance with the terms of this Final Judgment on Consent. Nothing in this
7 paragraph is intended to require access to or production of any documents that are protected from
8 production or disclosure by the attorney-client privilege, attorney work product doctrine, any
9 other applicable privilege, defense, exemption, or immunity afforded to the AutoZone Defendants
10 under applicable law, nor does it waive any of the objections or defenses to which the AutoZone
11 Defendants would be entitled in responding to requests for documents made by subpoena or other
12 formal legal process or discovery. This obligation shall not require the AutoZone Defendants to
13 alter their respective normal document-retention policies (including but not limited to policies
14 regarding backup measures for electronic documents); provided, however, that the AutoZone
15 Defendants' respective policies must comply with the Hazardous Waste Control Law and the
16 Hazardous Materials Release Response Plans and Inventory Law and their implementing
17 regulations, the Customer Records Law, Transportation of Hazardous Materials Law, and any
18 other applicable law addressed in this action. Nothing in this paragraph is intended to limit the
19 authority of any governmental agency to inspect the AutoZone Defendants' facilities or their
20 records and documents under applicable law.

21 **15. PAYMENT OF LITIGATION EXPENSES AND FEES**

22 The AutoZone Defendants shall pay their own attorney fees, expert witness fees and costs,
23 and any other costs of litigation or investigation.

24 **16. INTEGRATION**

25 This Final Judgment on Consent embodies the entire agreement between the Parties and
26 may not be amended or supplemented except as provided for herein. No oral representations have
27 been made or relied upon other than as expressly set forth herein.
28

1 **17. MODIFICATION OF FINAL JUDGMENT**

2 This Final Judgment on Consent may be modified only on noticed motion by one of the
3 Parties with approval of the court, or upon written consent by all of the Parties and the approval
4 of the court.

5 **18. STATUS REPORTS**

6 18.1. In accordance with the schedule below, the AutoZone Defendants shall provide to
7 the People's representatives listed in Paragraph 8, above, status reports, which will summarize the
8 actions that the AutoZone Defendants have taken at the corporate level related to the
9 CALIFORNIA AUTOZONE FACILITIES to comply with the AutoZone Defendants' obligations
10 during the specified periods under Paragraphs 4.1, 4.2, and 5.7, of this Final Judgment on
11 Consent. Each status report shall be signed by a responsible official of each of the AutoZone
12 Defendants with statewide oversight responsibility for the matters contained therein under penalty
13 of perjury that, to the best of his or her actual knowledge based on information and belief and
14 after reasonable investigation, the information contained therein is true and correct. Each status
15 report shall also: include copies of any notices of violation that the AutoZone Defendants, or any
16 of them, received from an UPA or other regulatory agency in the State of California pertaining to
17 environmental matters covered by Paragraph 4, above, and related to this Final Judgment on
18 Consent; describe any measures taken as a result or other response provided by the AutoZone
19 Defendants to the agency issuing the notice, which may be accomplished by attaching any "return
20 to compliance" documentation or other correspondence; identify the facilities that have TRASH
21 RECEPTACLES that cannot be locked; and state the amount of any administrative fines or
22 penalties the AutoZone Defendants paid to any California governmental agency for alleged
23 noncompliance with any statute or regulation referenced by Paragraphs 4.1 and 4.2, above, arising
24 from business operations in California.

1 18.2. Status reports shall be submitted as follows:

2 The first status report shall be submitted fifteen (15) months following entry of this Final
3 Judgment on Consent and shall cover the first twelve (12) months following entry of this Final
4 Judgment on Consent.

5 Status reports shall thereafter be submitted every twelve (12) months and shall cover the
6 twelve-month period following the end of the period covered by the previous status report.

7 The obligation to submit status report shall terminate when the injunctive provisions of
8 this Final Judgment on Consent terminate.

9 Following the submittal of any status report, the AutoZone Defendants shall, at the
10 People's request, meet to discuss with the People the status of the AutoZone Defendants'
11 compliance with Paragraphs 4.1 and 4.2 of this Final Judgment. Any such meeting shall occur in
12 person at a mutually agreed-upon time and location in California or, with the mutual assent of the
13 Parties, by telephone. Nothing in this paragraph shall or is intended to prevent the Parties from
14 agreeing at or before such a meeting that information provided at or in connection with these
15 meetings by any Party and any responses or comments by the People are made subject to the
16 settlement communication privilege in California Evidence Code section 1152, or other
17 applicable privilege. The People shall not be obligated to disclose any information at these
18 meetings. Nothing in this paragraph precludes any Party from using any lawful means to obtain
19 any factual or documentary information referenced or provided during these discussions.

20 **19. TERMINATION OF INJUNCTIVE PROVISIONS**

21 19.1. At any time after this Final Judgment on Consent has been in effect for five (5)
22 years, and the AutoZone Defendants have paid and expended any and all amounts due under this
23 Final Judgment on Consent, and have maintained substantial compliance with the injunctive
24 terms of Paragraphs 4.1. a. and b., and 4.2. a. through w., the AutoZone Defendants may file a
25 motion requesting a Court order that the injunctive provisions of Paragraphs 4.1. a. and b. and
26 4.2. a. through w., shall have no prospective force or effect based on the AutoZone Defendants'
27 showing of substantial compliance with the injunctive terms of this Final Judgment on Consent.
28 The AutoZone Defendants shall notify the People of their intent to file the motion at least 60

1 calendar days prior to filing the motion. After the AutoZone Defendants have served on the
2 People written notice of their intent to file a motion to terminate the injunctive provisions of this
3 Final Judgment on Consent, the Parties agree that they will meet and confer within 15 calendar
4 days of the People's receipt of such written notice to discuss the proposed motion and the
5 AutoZone Defendants' compliance with the terms of this Final Judgment on Consent, and to
6 determine if a stipulation for termination can be reached.

7
8 19.2. In the event that the AutoZone Defendants file a motion to terminate the injunctive
9 provisions of the Final Judgment on Consent, the motion shall be served on the People no later
10 than 90 calendar days prior to the hearing date. None of the injunctive provisions of this Final
11 Judgment on Consent will terminate pending the Court's final ruling on the AutoZone
12 Defendants' motion. The People may file an opposition to such motion within 45 days of receipt
13 of the AutoZone Defendants' noticed motion. If there is an opposition, the AutoZone Defendants
14 may file their reply within 21 days of service of any opposition by the People. In the event that
15 the People do not file an opposition to the motion, that non-opposition shall not constitute a
16 waiver or estoppel of the People's authority to otherwise enforce any violation of law or of the
17 injunction, and shall have no evidentiary effect. The Parties agree that the Court may grant the
18 AutoZone Defendants' motion upon determining that the AutoZone Defendants have
19 demonstrated that they have paid any and all amounts due under this Final Judgment on Consent
20 and have maintained substantial compliance with their obligations set forth in this Final Judgment
21 on Consent. If the Court does not grant the AutoZone Defendants' motion or does not grant a
22 termination of all injunctive requirements of Paragraphs 4.1. a. and b., and 4.2. a. through w., the
23 AutoZone Defendants may file a subsequent motion asking for termination of the unterminated
24 injunctive requirements, consistent with the terms of this paragraph, provided that such motion is
25 filed no sooner than one year after the Court issues its order denying the AutoZone Defendants'
26 prior motion.

27 19.3. In the event the injunction set forth herein is terminated upon motion of the
28 AutoZone Defendants, the termination of the injunctive provisions of this Final Judgment on

1 Consent shall have no effect on the AutoZone Defendants' obligation to comply with all
2 applicable requirements imposed by statute, regulation, ordinance, or law.

3 **IT IS SO ORDERED, ADJUDGED AND DECREED THAT THE FINAL**
4 **JUDGMENT AND PERMANENT INJUNCTION ON CONSENT BE ENTERED AS**
5 **PROVIDED HEREIN.**

6
7 Dated: 6/18, 2019

By: _____

JUDGE OF THE SUPERIOR COURT

Exhibit A-1 -- California AutoZone Facilities

	Store	Address	City	County	State	Date Opened
1	4489	1125 PARK ST	ALAMEDA	ALAMEDA	CA	8/12/2017
2	3368	41094 FREMONT BLVD	FREMONT	ALAMEDA	CA	Pre-7/23/09
3	2847	24060 MISSION BLVD	HAYWARD	ALAMEDA	CA	Pre-7/23/09
4	4170	28150 MISSION BLVD	HAYWARD	ALAMEDA	CA	6/15/2013
5	4399	3455 ARDEN RD	HAYWARD	ALAMEDA	CA	8/25/2018
6	3718	1511 FIRST STREET	LIVERMORE	ALAMEDA	CA	10/16/2009
7	4091	35060 NEWARK BLVD	NEWARK	ALAMEDA	CA	5/5/2012
8	5230	10111 INTERNATIONAL STREET	OAKLAND	ALAMEDA	CA	Pre-7/23/09
9	5229	3050 EAST 9TH STREET	OAKLAND	ALAMEDA	CA	Pre-7/23/09
10	3357	3533 MACARTHUR AVENUE	OAKLAND	ALAMEDA	CA	Pre-7/23/09
11	3371	7200 BANCROFT AVENUE	OAKLAND	ALAMEDA	CA	Pre-7/23/09
12	4151	807 27TH STREET	OAKLAND	ALAMEDA	CA	4/18/2013
13	4090	3901 SANTA RITA ROAD	PLEASANTON	ALAMEDA	CA	8/8/2011
14	4071	14850 EAST 14TH STREET	SAN LEANDRO	ALAMEDA	CA	8/24/2012
15	3331	17750 HESPERIAN BLVD	SAN LORENZO	ALAMEDA	CA	Pre-7/23/09
16	3338	32100 ALVARADO BLVD	UNION CITY	ALAMEDA	CA	Pre-7/23/09
17	4099	34529 ALVARADO-NILES ROAD	UNION CITY	ALAMEDA	CA	4/12/2016
18	6228	11201 PROSPECT DRIVE	JACKSON	AMADOR	CA	4/23/2014
19	5306	136 WEST EAST AVENUE	CHICO	BUTTE	CA	Pre-7/23/09
20	3321	1843 PARK AVENUE	CHICO	BUTTE	CA	Pre-7/23/09
21	4093	1636 HWY 99	GRIDLEY	BUTTE	CA	8/22/2012
22	5307	1970 OROVILLE DAM BLVD EAST	OROVILLE	BUTTE	CA	Pre-7/23/09
23	5308	7542 SKYWAY ROAD	PARADISE	BUTTE	CA	Pre-7/23/09
24	6205	117 RILEY WAY	VALLEY SPRINGS	CALAVERAS	CA	3/16/2018
25	3710	1015 BRIDGE STREET	COLUSA	COLUSA	CA	7/18/2011
26	3366	1623 A STREET	ANTIOCH	CONTRA COSTA	CA	Pre-7/23/09
27	4029	2009 SOMERSVILLE ROAD	ANTIOCH	CONTRA COSTA	CA	8/25/2012
28	5124	4036 LONE TREE WAY	ANTIOCH	CONTRA COSTA	CA	2/6/2018
29	4166	5369 FAIR SIDE WAY	ANTIOCH	CONTRA COSTA	CA	4/3/2015
30	5310	652 BAILEY ROAD	BAY POINT	CONTRA COSTA	CA	Pre-7/23/09
31	4136	7609 BRENTWOOD BLVD	BRENTWOOD	CONTRA COSTA	CA	5/8/2013
32	4128	2051 MONUMENT BLVD	CONCORD	CONTRA COSTA	CA	12/7/2013
33	3334	5267 CLAYTON ROAD	CONCORD	CONTRA COSTA	CA	Pre-7/23/09
34	5309	2595 MAIN STREET	OAKLEY	CONTRA COSTA	CA	Pre-7/23/09
35	3349	5747 PACHECO BLVD	PACHECO	CONTRA COSTA	CA	Pre-7/23/09
36	3312	1475 FITZGERALD DRIVE	PINOLE	CONTRA COSTA	CA	Pre-7/23/09
37	3343	401 EAST LELAND ROAD	PITTSBURG	CONTRA COSTA	CA	Pre-7/23/09
38	5937	13102 SAN PABLO AVENUE	RICHMOND	CONTRA COSTA	CA	Pre-7/23/09
39	5311	1350 MACDONALD AVENUE	RICHMOND	CONTRA COSTA	CA	Pre-7/23/09
40	4023	14270 SAN PABLO AVENUE	SAN PABLO	CONTRA COSTA	CA	12/18/2010
41	4164	500 HWY 101 NORTH	CRESCENT CITY	DEL NORTE	CA	7/24/2013
42	5312	3480 PALMER DRIVE	CAMERON PARK	EL DORADO	CA	Pre-7/23/09
43	3361	4350 GOLDEN CENTER DRIVE #1	PLACERVILLE	EL DORADO	CA	Pre-7/23/09
44	6201	2605 LAKE TAHOE BLVD SOUTH	SOUTH LAKE TAHOE	EL DORADO	CA	12/24/2014
45	4034	3150 FOWLER AVENUE	CLOVIS	FRESNO	CA	6/30/2010
46	5322	343 WEST SHAW AVENUE	CLOVIS	FRESNO	CA	Pre-7/23/09
47	6257	390 N SUNNYSIDE	CLOVIS	FRESNO	CA	4/11/2016
48	5919	45 WEST POLK STREET	COALINGA	FRESNO	CA	Pre-7/23/09
49	4042	900 NORTH STREET	FIREBAUGH	FRESNO	CA	5/6/2011
50	5315	2612 NORTH BLACKSTONE AVENUE	FRESNO	FRESNO	CA	Pre-7/23/09
51	4001	2615 SOUTH CHESTNUT AVENUE	FRESNO	FRESNO	CA	Pre-7/23/09
52	3695	3089 E TULARE ST	FRESNO	FRESNO	CA	7/21/2017
53	5321	3102 GETTYSBURG AVENUE	FRESNO	FRESNO	CA	Pre-7/23/09
54	3342	3785 WEST SHIELDS AVENUE	FRESNO	FRESNO	CA	Pre-7/23/09
55	5317	4031 NORTH MARKS AVENUE	FRESNO	FRESNO	CA	Pre-7/23/09
56	5316	4210 EAST BELMONT AVENUE	FRESNO	FRESNO	CA	Pre-7/23/09
57	5319	4266 EAST CLINTON AVENUE	FRESNO	FRESNO	CA	Pre-7/23/09
58	2892	4674 EAST KINGS CANYON ROAD	FRESNO	FRESNO	CA	Pre-7/23/09
59	2889	5384 NORTH BLACKSTONE AVENUE	FRESNO	FRESNO	CA	Pre-7/23/09
60	3712	6340 NORTH FIGARDEN DRIVE	FRESNO	FRESNO	CA	Pre-7/23/09
61	2876	820 EAST CALIFORNIA AVENUE	FRESNO	FRESNO	CA	Pre-7/23/09
62	3306	927 SOUTH CLOVIS AVENUE	FRESNO	FRESNO	CA	Pre-7/23/09
63	5324	14923 WEST WHITEBRIDGE ROAD	KERMAN	FRESNO	CA	Pre-7/23/09
64	5939	959 SIERRA STREET	KINGSBURG	FRESNO	CA	Pre-7/23/09
65	3708	700 DERRICK AVE	MENDOTA	FRESNO	CA	5/7/2016
66	4464	1350 PARK BLVD	ORANGE COVE	FRESNO	CA	6/12/2018

Exhibit A-1 -- California AutoZone Facilities

	Store	Address	City	County	State	Date Opened
67	3758	865 EAST MANNING AVENUE	PARLIER	FRESNO	CA	Pre-7/23/09
68	5325	1060 EAST MANNING AVENUE	REEDLEY	FRESNO	CA	Pre-7/23/09
69	2862	1111 ACADEMY AVENUE	SANGER	FRESNO	CA	Pre-7/23/09
70	2815	2101 WHITSON STREET	SELMA	FRESNO	CA	Pre-7/23/09
71	4094	711 6TH STREET	ORLAND	GLENN	CA	6/16/2012
72	6282	930 WEST HARRIS STREET	EUREKA	HUMBOLDT	CA	2/14/2015
73	4142	300 SOUTH FORTUNA BLVD	FORTUNA	HUMBOLDT	CA	5/4/2013
74	6187	1585 CENTRAL AVE	MCKINLEYVILLE	HUMBOLDT	CA	3/21/2018
75	2804	953 EAST MAIN STREET	BRAWLEY	IMPERIAL	CA	Pre-7/23/09
76	5329	927 IMPERIAL AVENUE	CALEXICO	IMPERIAL	CA	Pre-7/23/09
77	2803	1263 WEST ADAMS AVENUE	EL CENTRO	IMPERIAL	CA	Pre-7/23/09
78	3362	2403 SOUTH 4TH STREET	EL CENTRO	IMPERIAL	CA	Pre-7/23/09
79	5648	390 EAST 5TH STREET	HOLTVILLE	IMPERIAL	CA	10/2/2015
80	4187	500 SOUTH J STREET	IMPERIAL	IMPERIAL	CA	3/18/2016
81	3760	900 BEAR MOUNTAIN	ARVIN	KERN	CA	Pre-7/23/09
82	4009	11050 OLIVE DRIVE	BAKERSFIELD	KERN	CA	Pre-7/23/09
83	5332	1615 BRUNDAGE LANE	BAKERSFIELD	KERN	CA	Pre-7/23/09
84	5335	1701 WHITE LANE	BAKERSFIELD	KERN	CA	Pre-7/23/09
85	3364	2461 NORTH CHESTER AVENUE	BAKERSFIELD	KERN	CA	Pre-7/23/09
86	2801	3324 NILES STREET	BAKERSFIELD	KERN	CA	Pre-7/23/09
87	4004	3325 PANAMA LANE	BAKERSFIELD	KERN	CA	Pre-7/23/09
88	5337	3408 UNION AVENUE	BAKERSFIELD	KERN	CA	Pre-7/23/09
89	3311	6615 MING AVENUE	BAKERSFIELD	KERN	CA	Pre-7/23/09
90	5336	8430 ROSEDALE HIGHWAY	BAKERSFIELD	KERN	CA	Pre-7/23/09
91	4174	9711 CALIFORNIA CITY BLVD	CALIFORNIA CITY	KERN	CA	8/17/2013
92	2829	1434 HIGH STREET	DELANO	KERN	CA	Pre-7/23/09
93	2813	10315 MAIN STREET	LAMONT	KERN	CA	Pre-7/23/09
94	6270	524 WEST PERKINS AVENUE	MCFARLAND	KERN	CA	7/31/2015
95	5342	940 NORTH CHINA LAKE BLVD	RIDGECREST	KERN	CA	Pre-7/23/09
96	5341	2674 ROSAMOND BLVD	ROSAMOND	KERN	CA	Pre-7/23/09
97	5343	112 EAST MARENGO AVENUE	SHAFTER	KERN	CA	Pre-7/23/09
98	5943	1002 KERN STREET	TAFT	KERN	CA	Pre-7/23/09
99	5345	842 TUCKER ROAD	TEHACHAPI	KERN	CA	Pre-7/23/09
100	5346	2301 HWY 46	WASCO	KERN	CA	Pre-7/23/09
101	2878	2009 WHITLEY AVENUE	CORCORAN	KINGS	CA	Pre-7/23/09
102	2807	336 NORTH 11TH AVENUE	HANFORD	KINGS	CA	Pre-7/23/09
103	5348	844 NORTH LEMOORE AVENUE	LEMOORE	KINGS	CA	Pre-7/23/09
104	4176	15125 LAKE SHORE DRIVE #D	CLEARLAKE	LAKE	CA	7/24/2013
105	4015	103 LAUREL STREET	SUSANVILLE	LASSEN	CA	3/12/2015
106	5349	1100 WEST COMMONWEALTH AVENUE	ALHAMBRA	LOS ANGELES	CA	Pre-7/23/09
107	4035	8638 WOODMAN AVENUE	ARLETA	LOS ANGELES	CA	7/16/2011
108	5352	9700 WOODMAN AVENUE	ARLETA	LOS ANGELES	CA	Pre-7/23/09
109	6293	736 E ALOSTA AVE.	AZUSA	LOS ANGELES	CA	8/27/2016
110	5357	14031 FRANCISQUITO AVENUE	BALDWIN PARK	LOS ANGELES	CA	Pre-7/23/09
111	5356	14103 RAMONA BLVD	BALDWIN PARK	LOS ANGELES	CA	Pre-7/23/09
112	5358	6107 FLORENCE AVENUE	BELL GARDENS	LOS ANGELES	CA	Pre-7/23/09
113	6237	10239 ROSECRANS AVENUE	BELLFLOWER	LOS ANGELES	CA	8/3/2015
114	5462	9031 ALONDRA BLVD	BELLFLOWER	LOS ANGELES	CA	Pre-7/23/09
115	5362	2502 BURBANK BLVD	BURBANK	LOS ANGELES	CA	Pre-7/23/09
116	5364	21129 SHERMAN WAY	CANOGA PARK	LOS ANGELES	CA	Pre-7/23/09
117	3345	444 EAST CARSON STREET	CARSON	LOS ANGELES	CA	Pre-7/23/09
118	6171	10216 MASON AVE	CHATSWORTH	LOS ANGELES	CA	5/6/2017
119	5393	15215 EAST GALE AVENUE	CITY OF INDUSTRY	LOS ANGELES	CA	Pre-7/23/09
120	5367	1440 EAST COMPTON BLVD	COMPTON	LOS ANGELES	CA	Pre-7/23/09
121	5368	2610 NORTH WILMINGTON AVENUE	COMPTON	LOS ANGELES	CA	Pre-7/23/09
122	2850	741 WEST COMPTON BLVD	COMPTON	LOS ANGELES	CA	Pre-7/23/09
123	5370	1445 CITRUS AVENUE NORTH	COVINA	LOS ANGELES	CA	Pre-7/23/09
124	5477	21356 EAST ARROW HIGHWAY	COVINA	LOS ANGELES	CA	Pre-7/23/09
125	5371	7210 ATLANTIC AVENUE	CUDAHY	LOS ANGELES	CA	Pre-7/23/09
126	5373	303 DIAMOND BAR BLVD	DIAMOND BAR	LOS ANGELES	CA	Pre-7/23/09
127	5374	13028 PARAMOUNT BLVD	DOWNEY	LOS ANGELES	CA	Pre-7/23/09
128	3346	9920 PARAMOUNT BLVD	DOWNEY	LOS ANGELES	CA	Pre-7/23/09
129	2814	1346 EAST HUNTINGTON	DUARTE	LOS ANGELES	CA	Pre-7/23/09
130	5377	1131 ATLANTIC AVENUE	E LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
131	2863	11104 RAMONA BLVD	EL MONTE	LOS ANGELES	CA	Pre-7/23/09
132	5224	1116 REDONDO BEACH	GARDENA	LOS ANGELES	CA	Pre-7/23/09

Exhibit A-1 -- California AutoZone Facilities

	Store	Address	City	County	State	Date Opened
133	6249	1361 WEST 190TH STREET	GARDENA	LOS ANGELES	CA	4/17/2015
134	4175	14742 CRENSHAW BLV	GARDENA	LOS ANGELES	CA	8/23/2016
135	5381	800 SOUTH GLENDALE AVENUE	GLENDALE	LOS ANGELES	CA	Pre-7/23/09
136	3674	220 W ROUTE 66	GLENDORA	LOS ANGELES	CA	8/4/2017
137	5384	16922 DEVONSHIRE	GRANADA HILLS	LOS ANGELES	CA	Pre-7/23/09
138	5945	21418 NORWALK BLVD	HAWAIIAN GARDENS	LOS ANGELES	CA	Pre-7/23/09
139	5388	11804 HAWTHORNE BLVD	HAWTHORNE	LOS ANGELES	CA	Pre-7/23/09
140	5387	13765 HAWTHORNE BLVD	HAWTHORNE	LOS ANGELES	CA	Pre-7/23/09
141	4157	5516 NORTH FIGUEROA STREET	HIGHLAND PARK	LOS ANGELES	CA	4/27/2013
142	4075	2901 EAST FLORENCE AVENUE	HUNTINGTON PARK	LOS ANGELES	CA	4/16/2011
143	5396	10110 SOUTH HAWTHORNE BLVD	INGLEWOOD	LOS ANGELES	CA	Pre-7/23/09
144	4172	2600 WEST MANCHESTER BLVD	INGLEWOOD	LOS ANGELES	CA	11/22/2014
145	5438	2876 WEST IMPERIAL HIGHWAY	INGLEWOOD	LOS ANGELES	CA	Pre-7/23/09
146	5395	433 NORTH LA BREA AVENUE	INGLEWOOD	LOS ANGELES	CA	Pre-7/23/09
147	5499	12320 LA MIRADA BLVD	LA MIRADA	LOS ANGELES	CA	Pre-7/23/09
148	5228	1411 NORTH HACIENDA BLVD	LA PUENTE	LOS ANGELES	CA	Pre-7/23/09
149	5398	1410 FOOTHILL BLVD	LA VERNE	LOS ANGELES	CA	Pre-7/23/09
150	5399	11930 FOOTHILL BLVD	LAKE VIEW TERRACE	LOS ANGELES	CA	Pre-7/23/09
151	5400	4945 WOODRUFF AVENUE	LAKEWOOD	LOS ANGELES	CA	Pre-7/23/09
152	4150	1240 WEST AVENUE K	LANCASTER	LOS ANGELES	CA	8/23/2012
153	5403	4065 WEST AVENUE L	LANCASTER	LOS ANGELES	CA	Pre-7/23/09
154	5402	44259 CHALLENGR WAY	LANCASTER	LOS ANGELES	CA	Pre-7/23/09
155	5404	865 WEST AVENUE I	LANCASTER	LOS ANGELES	CA	Pre-7/23/09
156	2859	1973 LOMITA BLVD	LOMITA	LOS ANGELES	CA	Pre-7/23/09
157	5408	1900 NORTH LAKEWOOD BLVD	LONG BEACH	LOS ANGELES	CA	Pre-7/23/09
158	5405	240 WEST ANAHEIM STREET	LONG BEACH	LOS ANGELES	CA	Pre-7/23/09
159	5406	2401 LONG BEACH BLVD	LONG BEACH	LOS ANGELES	CA	Pre-7/23/09
160	5409	2594 SANTA FE AVENUE	LONG BEACH	LOS ANGELES	CA	Pre-7/23/09
161	3359	2923 EAST ANAHEIM STREET	LONG BEACH	LOS ANGELES	CA	Pre-7/23/09
162	6394	3605 SOUTH STREET	LONG BEACH	LOS ANGELES	CA	6/13/2017
163	5455	5800 ATLANTIC BLVD	LONG BEACH	LOS ANGELES	CA	Pre-7/23/09
164	3372	6500 EAST SPRING STREET	LONG BEACH	LOS ANGELES	CA	Pre-7/23/09
165	3313	11282 LOS ALAMITOS BLVD	LOS ALAMITOS	LOS ANGELES	CA	Pre-7/23/09
166	5417	1000 EAST WASHINGTON BLVD	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
167	5431	10013-1 CENTRAL AVENUE	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
168	6234	1200 EAST IMPERIAL	LOS ANGELES	LOS ANGELES	CA	8/18/2017
169	5442	1250 SOUTH VERMONT #1	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
170	4092	1262 FIRESTONE BLVD	LOS ANGELES	LOS ANGELES	CA	8/29/2013
171	5502	12726 SOUTH SAN PEDRO	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
172	5372	12778 WASHINGTON BLVD	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
173	5434	1306-13 HIGHLAND AVENUE	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
174	5439	1325 WEST WASHINGTON	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
175	5221	1401 WEST FLORENCE AVENUE	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
176	5425	1457 EAST FLORENCE AVENUE	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
177	5413	1515 NORTH ALVARADO BLVD	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
178	5220	162 SOUTH VERMONT AVENUE	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
179	5419	1905 SOUTH WESTERN AVENUE	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
180	5222	200 WEST MANCHESTER	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
181	5414	2001 EAST CESAR CHAVEZ	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
182	3671	2800 E OLYMPIC BVD	LOS ANGELES	LOS ANGELES	CA	7/28/2016
183	5430	2907 SOUTH VERMONT AVENUE	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
184	5427	3011 NORTH BROADWAY	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
185	5424	3071 NORTH SAN FERNANDO ROAD	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
186	5361	3801 WHITTIER BLVD	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
187	5444	4003 WESTERN AVENUE SOUTH	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
188	5443	4301 CESAR CHAVEZ	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
189	5216	4349 SOUTH CENTRAL AVENUE	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
190	5423	4355 SOUTH MAIN STREET	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
191	5415	4851 WEST PICO BLVD	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
192	5376	4891 EAGLE ROCK BLVD	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
193	5920	4900 HUNTINGTON DRIVE	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
194	5420	5057 WEST ADAMS BLVD	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
195	5390	5110 WEST SUNSET BLVD	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
196	5432	5852 SANTA MONICA	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
197	3717	5858 SOUTH CENTRAL AVENUE	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
198	3614	5870 CRENSHAW BLVD	LOS ANGELES	LOS ANGELES	CA	3/3/2018

Exhibit A-1 -- California AutoZone Facilities

	Store	Address	City	County	State	Date Opened
199	5433	6141 WEST PICO BLVD	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
200	5389	6326 NORTH FIGUEROA STREET	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
201	5437	648 WEST CENTURY BLVD	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09
202	5447	10721 ATLANTIC AVENUE	LYNWOOD	LOS ANGELES	CA	Pre-7/23/09
203	5446	10917 LONG BEACH BLVD	LYNWOOD	LOS ANGELES	CA	Pre-7/23/09
204	4147	11833 ATLANTIC AVENUE	LYNWOOD	LOS ANGELES	CA	8/29/2013
205	5448	3250 TWEEDY BLVD	LYNWOOD	LOS ANGELES	CA	Pre-7/23/09
206	2893	3751 SLAUSON AVENUE	MAYWOOD	LOS ANGELES	CA	Pre-7/23/09
207	4141	10359 SEPULVEDA BLVD	MISSION HILLS	LOS ANGELES	CA	6/15/2013
208	5450	2301 WEST WHITTER BLVD	MONTEBELLO	LOS ANGELES	CA	Pre-7/23/09
209	5483	16102 NORDHOFF STREET	N HILLS	LOS ANGELES	CA	Pre-7/23/09
210	5445	12755 SHERMAN WAY	N HOLLYWOOD	LOS ANGELES	CA	Pre-7/23/09
211	5391	5160 VINELAND AVENUE	N HOLLYWOOD	LOS ANGELES	CA	Pre-7/23/09
212	4018	6030 LANKERSHIM	N HOLLYWOOD	LOS ANGELES	CA	12/19/2009
213	5454	7601 LAUREL CANYON	N HOLLYWOOD	LOS ANGELES	CA	Pre-7/23/09
214	5472	8655 RESEDA BLVD	NORTHRIDGE	LOS ANGELES	CA	Pre-7/23/09
215	6395	12124 S STUDEBAKER	NORWALK	LOS ANGELES	CA	6/20/2017
216	5456	13927 PIONEER BLVD	NORWALK	LOS ANGELES	CA	Pre-7/23/09
217	5459	10817 SUTTER AVENUE	PACOIMA	LOS ANGELES	CA	Pre-7/23/09
218	4030	13200 WEST OSBORNE STREET	PACOIMA	LOS ANGELES	CA	7/13/2010
219	5460	1138 EAST PALMDALE BLVD	PALMDALE	LOS ANGELES	CA	Pre-7/23/09
220	5461	3081 EAST PALMDALE BLVD	PALMDALE	LOS ANGELES	CA	Pre-7/23/09
221	2839	37251 47TH STREET EAST	PALMDALE	LOS ANGELES	CA	Pre-7/23/09
222	4097	5022 WEST AVENUE N	PALMDALE	LOS ANGELES	CA	1/6/2012
223	3715	16249 PARAMOUNT BLVD	PARAMOUNT	LOS ANGELES	CA	1/16/2016
224	5465	550 NORTH LAKE AVENUE	PASADENA	LOS ANGELES	CA	Pre-7/23/09
225	3713	9234 SLAUSON AVENUE	PICO RIVERA	LOS ANGELES	CA	Pre-7/23/09
226	5219	9350 WHITTIER BLVD	PICO RIVERA	LOS ANGELES	CA	Pre-7/23/09
227	2846	1886 SOUTH GAREY AVENUE	POMONA	LOS ANGELES	CA	Pre-7/23/09
228	2883	2555 NORTH TOWNE AVENUE	POMONA	LOS ANGELES	CA	Pre-7/23/09
229	5469	501 EAST HOLT AVENUE	POMONA	LOS ANGELES	CA	Pre-7/23/09
230	5473	18824 SHERMAN WAY	RESEDA	LOS ANGELES	CA	Pre-7/23/09
231	5476	8350 GARVEY AVENUE	ROSEMEAD	LOS ANGELES	CA	Pre-7/23/09
232	5475	9712 EAST VALLEY BLVD	ROSEMEAD	LOS ANGELES	CA	Pre-7/23/09
233	5486	1957 DURFEE ROAD	S EL MONTE	LOS ANGELES	CA	Pre-7/23/09
234	6055	702 W ARROW HWY	SAN DIMAS	LOS ANGELES	CA	1/5/2019
235	5681	55 MACLAY AVENUE NORTH	SAN FERNANDO	LOS ANGELES	CA	Pre-7/23/09
236	5480	535 SOUTH PACIFIC AVENUE SOUTH	SAN PEDRO	LOS ANGELES	CA	Pre-7/23/09
237	2861	19327 SOLEDAD CANYON ROAD	SANTA CLARITA	LOS ANGELES	CA	Pre-7/23/09
238	4070	23046 SOLEDAD ROAD	SANTA CLARITA	LOS ANGELES	CA	4/4/2012
239	4135	24820 ORCHARD VILLAGE ROAD	SANTA CLARITA	LOS ANGELES	CA	5/5/2012
240	4173	11560 TELEGRAPH RD	SANTA FE SPRINGS	LOS ANGELES	CA	2/13/2014
241	5498	8344 SEPULVEDA BLVD	SEPULVEDA	LOS ANGELES	CA	Pre-7/23/09
242	5485	5150 VAN NUYS BLVD	SHERMAN OAKS	LOS ANGELES	CA	Pre-7/23/09
243	5488	4060 FIRESTONE BLVD	SOUTH GATE	LOS ANGELES	CA	Pre-7/23/09
244	5487	8215 LONG BEACH BLVD	SOUTH GATE	LOS ANGELES	CA	Pre-7/23/09
245	5489	8003 VINELAND AVENUE	SUN VALLEY	LOS ANGELES	CA	Pre-7/23/09
246	5491	13480 WEST HUBBARD STREET	SUN MAR	LOS ANGELES	CA	Pre-7/23/09
247	5463	6300 ROSEMEAD BLVD	TEMPLE CITY	LOS ANGELES	CA	Pre-7/23/09
248	5493	1433 WEST CARSON STREET	TORRANCE	LOS ANGELES	CA	Pre-7/23/09
249	5944	17490 HAWTHORNE BLVD	TORRANCE	LOS ANGELES	CA	Pre-7/23/09
250	5494	7448 FOOTHILL BLVD	TUJUNGA	LOS ANGELES	CA	Pre-7/23/09
251	5495	14058 VICTORY BLVD	VAN NUYS	LOS ANGELES	CA	Pre-7/23/09
252	5496	16500 SHERMAN WAY	VAN NUYS	LOS ANGELES	CA	Pre-7/23/09
253	4006	1035 EAST AMAR ROAD	WEST COVINA	LOS ANGELES	CA	Pre-7/23/09
254	5369	730 NORTH AZUSA AVENUE	WEST COVINA	LOS ANGELES	CA	Pre-7/23/09
255	5482	11855 WHITTIER BLVD	WHITTIER	LOS ANGELES	CA	Pre-7/23/09
256	5887	13541 FLORENCE	WHITTIER	LOS ANGELES	CA	Pre-7/23/09
257	6721	14153 WHITTIER BLV	WHITTIER	LOS ANGELES	CA	8/22/2018
258	5503	404W PACIFIC COAST	WILMINGTON	LOS ANGELES	CA	Pre-7/23/09
259	3709	1633 WEST ROBERTSON BLVD	CHOWCHILLA	MADERA	CA	10/10/2009
260	3759	1520 COUNTRY CLUB DRIVE	MADERA	MADERA	CA	Pre-7/23/09
261	2874	211 NORTH GATEWAY DRIVE	MADERA	MADERA	CA	Pre-7/23/09
262	3698	40059 HWY 41	OAKHURST	MADERA	CA	8/7/2018
263	3355	975 NORTH STATE STREET	UKIAH	MENDOCINO	CA	Pre-7/23/09
264	5506	470 BELLEVUE ROAD	ATWATER	MERCED	CA	Pre-7/23/09

Exhibit A-1 -- California AutoZone Facilities

	Store	Address	City	County	State	Date Opened
265	6254	1249 ELGIN AVENUE	DOS PALOS	MERCED	CA	6/3/2015
266	6219	456 WINTON PARKWAY	LIVINGSTON	MERCED	CA	1/17/2015
267	5507	665 PACHECO BLVD	LOS BANOS	MERCED	CA	Pre-7/23/09
268	5508	1635 R STREET	MERCED	MERCED	CA	Pre-7/23/09
269	4188	3095 G STREET	MERCED	MERCED	CA	11/21/2014
270	5509	851-R 5TH STREET	GONZALES	MONTEREY	CA	Pre-7/23/09
271	3691	722 WALNUT AVE	GREENFIELD	MONTEREY	CA	11/16/2016
272	5510	510-A CANAL STREET	KING CITY	MONTEREY	CA	Pre-7/23/09
273	6218	262 RESERVATION ROAD	MARINA	MONTEREY	CA	8/22/2013
274	5512	1011 EAST ALISAL STREET	SALINAS	MONTEREY	CA	Pre-7/23/09
275	5514	1488 NORTH MAIN STREET	SALINAS	MONTEREY	CA	Pre-7/23/09
276	3744	1541 NORTH SANBORN ROAD	SALINAS	MONTEREY	CA	Pre-7/23/09
277	5513	17643 VIERRA CANYON ROAD	SALINAS	MONTEREY	CA	Pre-7/23/09
278	6281	531 S MAIN ST	SALINAS	MONTEREY	CA	5/5/2017
279	2852	1433 FREMONT BLVD	SEASIDE	MONTEREY	CA	Pre-7/23/09
280	6290	2092 HECTOR DEL RO	SOLEDAD	MONTEREY	CA	7/2/2016
281	4028	7021 MAIN STREET	AMERICAN CANYON	NAPA	CA	11/8/2010
282	5515	698 LINCOLN AVENUE	NAPA	NAPA	CA	Pre-7/23/09
283	5516	412 BRUNSWICK ROAD	GRASS VALLEY	NEVADA	CA	Pre-7/23/09
284	3308	10842 KATELLA AVENUE	ANAHEIM	ORANGE	CA	Pre-7/23/09
285	5226	2145 WEST LINCOLN AVENUE	ANAHEIM	ORANGE	CA	Pre-7/23/09
286	3317	423 NORTH ANAHEIM BLVD	ANAHEIM	ORANGE	CA	Pre-7/23/09
287	5519	105 WEST LAMBERT ROAD	BREA	ORANGE	CA	Pre-7/23/09
288	4087	3105 HARBOR BLVD	COSTA MESA	ORANGE	CA	8/25/2012
289	5520	744 WEST 19TH STREET	COSTA MESA	ORANGE	CA	Pre-7/23/09
290	5521	5471 LINCOLN AVENUE	CYPRESS	ORANGE	CA	Pre-7/23/09
291	5905	34061 DOHENY PARK	DANA POINT	ORANGE	CA	8/25/2017
292	4037	18533 BROOKHURST STREET	FOUNTAIN VALLEY	ORANGE	CA	7/10/2010
293	5523	102 NORTH EUCLID STREET	FULLERTON	ORANGE	CA	Pre-7/23/09
294	2898	146 NORTH RAYMOND AVENUE	FULLERTON	ORANGE	CA	Pre-7/23/09
295	5522	1801 WEST ORANGETHORPE AVENUE	FULLERTON	ORANGE	CA	Pre-7/23/09
296	4044	3260 EAST YORBA LINDA BLVD	FULLERTON	ORANGE	CA	8/13/2010
297	2872	12056 BROOKHURST STREET	GARDEN GROVE	ORANGE	CA	Pre-7/23/09
298	5526	12951 NELSON STREET	GARDEN GROVE	ORANGE	CA	Pre-7/23/09
299	5527	13190 HARBOR BLVD	GARDEN GROVE	ORANGE	CA	Pre-7/23/09
300	5528	6800 WARNER AVENUE	HUNTINGTON BEACH	ORANGE	CA	Pre-7/23/09
301	5532	1200 WEST IMPERIAL AVENUE	LA HABRA	ORANGE	CA	Pre-7/23/09
302	6202	1781 W WHITTIER B	LA HABRA	ORANGE	CA	4/27/2018
303	2888	24361 MUIRLAND BLVD	LAKE FOREST	ORANGE	CA	Pre-7/23/09
304	5533	22942 LOS ALISOS BLVD	MISSION VIEJO	ORANGE	CA	Pre-7/23/09
305	5942	1330 NORTH GLASSSELL STREET #A	ORANGE	ORANGE	CA	Pre-7/23/09
306	5536	4437 EAST CHAPMAN AVENUE	ORANGE	ORANGE	CA	Pre-7/23/09
307	4154	655 NORTH TUSTIN STREET	ORANGE	ORANGE	CA	7/26/2013
308	3301	717 NORTH EL CAMINO REAL	SAN CLEMENTE	ORANGE	CA	Pre-7/23/09
309	5538	1101 SOUTH BRISTOL STREET	SANTA ANA	ORANGE	CA	Pre-7/23/09
310	5537	1201 SOUTH STANDARD AVENUE	SANTA ANA	ORANGE	CA	Pre-7/23/09
311	4089	1735 NORTH GRAND AVENUE	SANTA ANA	ORANGE	CA	8/20/2014
312	3320	2007 SOUTH MAIN STREET	SANTA ANA	ORANGE	CA	Pre-7/23/09
313	4129	2413 WEST 17TH STREET	SANTA ANA	ORANGE	CA	8/23/2012
314	3370	2603 SOUTH BRISTOL STREET	SANTA ANA	ORANGE	CA	Pre-7/23/09
315	5232	430 WEST 17TH STREET	SANTA ANA	ORANGE	CA	Pre-7/23/09
316	5540	810 SOUTH HARBOR BLVD	SANTA ANA	ORANGE	CA	Pre-7/23/09
317	4072	11792 BEACH BLVD	STANTON	ORANGE	CA	12/29/2011
318	5001	13721 NEWPORT AVE	TUSTIN	ORANGE	CA	3/9/2018
319	5541	14460 NEWPORT AVENUE	TUSTIN	ORANGE	CA	Pre-7/23/09
320	5543	6611 WESTMINSTER AVENUE	WESTMINSTER	ORANGE	CA	Pre-7/23/09
321	5544	8481 WESTMINSTER BLVD	WESTMINSTER	ORANGE	CA	Pre-7/23/09
322	5545	18528 YORBA LINDA BLVD	YORBA LINDA	ORANGE	CA	Pre-7/23/09
323	3874	2580 BELL ROAD	AUBURN	PLACER	CA	8/24/2018
324	4043	130 GATEWAY DRIVE	LINCOLN	PLACER	CA	8/26/2010
325	5546	6651 STANFORD RANCH ROAD	ROCKLIN	PLACER	CA	Pre-7/23/09
326	4145	361 ROSEVILLE SQUARE	ROSEVILLE	PLACER	CA	5/3/2013
327	3716	5170 FOOTHILLS BLVD	ROSEVILLE	PLACER	CA	Pre-7/23/09
328	2816	3453A WEST RAMSEY STREET	BANNING	RIVERSIDE	CA	Pre-7/23/09
329	2882	1151 EAST 6TH STREET	BEAUMONT	RIVERSIDE	CA	Pre-7/23/09
330	5549	812 EAST HOBSON WAY	BLYTHE	RIVERSIDE	CA	Pre-7/23/09

Exhibit A-1 -- California AutoZone Facilities

	Store	Address	City	County	State	Date Opened
331	5550	32375 DATE PALM DRIVE	CATHEDRAL CITY	RIVERSIDE	CA	Pre-7/23/09
332	5552	50-700 HARRISON STREET	COACHELLA	RIVERSIDE	CA	Pre-7/23/09
333	5554	1014 WEST 6TH STREET	CORONA	RIVERSIDE	CA	Pre-7/23/09
334	4038	1280 EAST ONTARIO AVENUE	CORONA	RIVERSIDE	CA	5/30/2010
335	4146	14228 SCHLEISMAN ROAD	CORONA	RIVERSIDE	CA	3/28/2014
336	4017	501 NORTH MCKINLE STREET	CORONA	RIVERSIDE	CA	8/5/2009
337	2877	12660 PALM DRIVE	DESERT HOT SPRINGS	RIVERSIDE	CA	Pre-7/23/09
338	2820	1550 WEST FLORIDA AVENUE	HEMET	RIVERSIDE	CA	Pre-7/23/09
339	5556	3100 EAST FLORIDA AVENUE	HEMET	RIVERSIDE	CA	Pre-7/23/09
340	3363	41850 JACKSON STREET	INDIO	RIVERSIDE	CA	5/4/2012
341	5557	82220 HIGHWAY 111	INDIO	RIVERSIDE	CA	Pre-7/23/09
342	5560	78792 HIGHWAY 111	LA QUINTA	RIVERSIDE	CA	Pre-7/23/09
343	5558	30870 RIVERSIDE DRIVE	LAKE ELSINORE	RIVERSIDE	CA	Pre-7/23/09
344	5559	32231 MISSION TRAIL	LAKE ELSINORE	RIVERSIDE	CA	Pre-7/23/09
345	4153	26100 NEWPORT ROAD	MENIFEE	RIVERSIDE	CA	3/7/2014
346	5561	30121 ANTELOPE ROAD	MENIFEE	RIVERSIDE	CA	Pre-7/23/09
347	5562	11020 LIMONITE AVENUE	MIRA LOMA	RIVERSIDE	CA	Pre-7/23/09
348	5564	12601 PERRIS BLVD	MORENO VALLEY	RIVERSIDE	CA	Pre-7/23/09
349	3714	16210 PERRIS BLVD	MORENO VALLEY	RIVERSIDE	CA	Pre-7/23/09
350	5565	23510 SUNNYMEAD BLVD	MORENO VALLEY	RIVERSIDE	CA	Pre-7/23/09
351	5563	24570 ALESSANDRO BLVD	MORENO VALLEY	RIVERSIDE	CA	Pre-7/23/09
352	6206	27660 EUCALYPTUS AVENUE	MORENO VALLEY	RIVERSIDE	CA	6/17/2014
353	5566	40950 CALIF OAKS ROAD	MURRIETA	RIVERSIDE	CA	Pre-7/23/09
354	3340	1404 HAMNER AVENUE	NORCO	RIVERSIDE	CA	Pre-7/23/09
355	6227	34860 MONTEREY AVENUE	PALM DESERT	RIVERSIDE	CA	7/31/2014
356	5567	73605 HIGHWAY 111	PALM DESERT	RIVERSIDE	CA	Pre-7/23/09
357	5568	1717 EAST VISTA CHINO	PALM SPRINGS	RIVERSIDE	CA	Pre-7/23/09
358	5571	1675 NORTH PERRIS BLVD	PERRIS	RIVERSIDE	CA	Pre-7/23/09
359	6163	3150 CASE RD BLD A	PERRIS	RIVERSIDE	CA	1/4/2019
360	5570	401 EAST 4TH STREET	PERRIS	RIVERSIDE	CA	Pre-7/23/09
361	5575	10249 ARLINGTON AVENUE	RIVERSIDE	RIVERSIDE	CA	Pre-7/23/09
362	5547	1947 UNIVERSITY AVENUE	RIVERSIDE	RIVERSIDE	CA	Pre-7/23/09
363	5574	19486 VAN BUREN BLVD	RIVERSIDE	RIVERSIDE	CA	Pre-7/23/09
364	5578	3400 LA SIERRA AVENUE #E	RIVERSIDE	RIVERSIDE	CA	Pre-7/23/09
365	5573	4195 VAN BUREN BLVD	RIVERSIDE	RIVERSIDE	CA	Pre-7/23/09
366	6284	4980 LA SIERRA AV	RIVERSIDE	RIVERSIDE	CA	4/29/2016
367	5576	6047-A MAGNOLIA AVENUE	RIVERSIDE	RIVERSIDE	CA	Pre-7/23/09
368	3322	7315 INDIANA AVENUE	RIVERSIDE	RIVERSIDE	CA	Pre-7/23/09
369	5580	3782 RIVERVIEW DRIVE	RUBIDOUX	RIVERSIDE	CA	Pre-7/23/09
370	5581	1540 SOUTH SAN JACINTO	SAN JACINTO	RIVERSIDE	CA	Pre-7/23/09
371	5582	31837 TEMCULA PARKWAY	TEMECULA	RIVERSIDE	CA	Pre-7/23/09
372	5936	40345 WINCHESTER ROAD	TEMECULA	RIVERSIDE	CA	Pre-7/23/09
373	4024	4408 ELVERTA ROAD	ANTELOPE	SACRAMENTO	CA	2/12/2010
374	4045	6525 FAIR OAKS BLVD	CARMICHAEL	SACRAMENTO	CA	8/7/2012
375	5585	6920 SUNRISE BLVD	CITRUS HEIGHTS	SACRAMENTO	CA	Pre-7/23/09
376	5587	8129 AUBURN BLVD	CITRUS HEIGHTS	SACRAMENTO	CA	Pre-7/23/09
377	6289	10047 BRUCEVILLE R	ELK GROVE	SACRAMENTO	CA	5/20/2018
378	4159	5011 LAGUNA BLVD	ELK GROVE	SACRAMENTO	CA	8/23/2013
379	2842	9240 ELK GROVE FLORIN ROAD	ELK GROVE	SACRAMENTO	CA	Pre-7/23/09
380	5916	429 BLUE RAVINE ROAD	FOLSOM	SACRAMENTO	CA	Pre-7/23/09
381	5588	1018 C STREET	GALT	SACRAMENTO	CA	Pre-7/23/09
382	5590	3675 ELKHORN BLVD	N HIGHLANDS	SACRAMENTO	CA	Pre-7/23/09
383	3675	8895 GREENBACK LN	ORANGEVALE	SACRAMENTO	CA	7/6/2016
384	6258	10121 FOLSOM BLVD	RANCHO CORDOVA	SACRAMENTO	CA	2/13/2015
385	3336	10791 FOLSOM BLVD	RANCHO CORDOVA	SACRAMENTO	CA	Pre-7/23/09
386	5595	3609 BRADSHAW RD	RANCHO CORDOVA	SACRAMENTO	CA	Pre-7/23/09
387	5593	1900 BROADWAY	SACRAMENTO	SACRAMENTO	CA	Pre-7/23/09
388	5602	2223 FULTON AVENUE	SACRAMENTO	SACRAMENTO	CA	Pre-7/23/09
389	5599	2720 FLORIN ROAD	SACRAMENTO	SACRAMENTO	CA	Pre-7/23/09
390	4007	3000 NORTHGATE BLVD	SACRAMENTO	SACRAMENTO	CA	Pre-7/23/09
391	5594	3121 MARYSVILLE BLVD	SACRAMENTO	SACRAMENTO	CA	Pre-7/23/09
392	5596	3333 FRUITRIDGE ROAD	SACRAMENTO	SACRAMENTO	CA	Pre-7/23/09
393	5603	3455 WATT AVENUE	SACRAMENTO	SACRAMENTO	CA	Pre-7/23/09
394	5601	5305 FRUITRIDGE ROAD	SACRAMENTO	SACRAMENTO	CA	Pre-7/23/09
395	5597	5501 FOLSOM BLVD	SACRAMENTO	SACRAMENTO	CA	Pre-7/23/09
396	2895	5820 AUBURN BLVD	SACRAMENTO	SACRAMENTO	CA	Pre-7/23/09

Exhibit A-1 -- California AutoZone Facilities

	Store	Address	City	County	State	Date Opened
397	5598	6100 MACK ROAD #500A	SACRAMENTO	SACRAMENTO	CA	Pre-7/23/09
398	2867	8135 FLORIN ROAD	SACRAMENTO	SACRAMENTO	CA	Pre-7/23/09
399	4020	8312 ELK GROVE FLORIN ROAD	SACRAMENTO	SACRAMENTO	CA	8/24/2011
400	4488	779 E MONTE VISTA	VACAVILLE	SALANO	CA	7/1/2017
401	5604	271 MCCRAY STREET	HOLLISTER	SAN BENITO	CA	Pre-7/23/09
402	3699	1008 E BROADWAY	NEEDLES	SAN BERNARDINO	CA	8/25/2017
403	2844	20158 OUTER HWY 18	APPLE VALLEY	SAN BERNARDINO	CA	Pre-7/23/09
404	5605	20878 BEAR VALLEY	APPLE VALLEY	SAN BERNARDINO	CA	Pre-7/23/09
405	5606	1050 EAST MAIN STREET	BARSTOW	SAN BERNARDINO	CA	Pre-7/23/09
406	5608	1035 SOUTH BLOOMINGTON	BLOOMINGTON	SAN BERNARDINO	CA	Pre-7/23/09
407	4022	12160 CENTRAL AVENUE	CHINO	SAN BERNARDINO	CA	12/19/2009
408	5609	5780 RIVERSIDE DRIVE	CHINO	SAN BERNARDINO	CA	Pre-7/23/09
409	5611	4080 CHINO HILLS PARKWAY	CHINO HILLS	SAN BERNARDINO	CA	Pre-7/23/09
410	3327	11617 CHERRY AVENUE	FONTANA	SAN BERNARDINO	CA	Pre-7/23/09
411	2891	14343 BASELINE AVENUE	FONTANA	SAN BERNARDINO	CA	Pre-7/23/09
412	4032	16075 SIERRA LAKES PARKWAY	FONTANA	SAN BERNARDINO	CA	2/11/2012
413	4008	17012 SLOVER AVENUE	FONTANA	SAN BERNARDINO	CA	Pre-7/23/09
414	2835	17140 FOOTHILL BLVD	FONTANA	SAN BERNARDINO	CA	Pre-7/23/09
415	5613	9535 SIERRA AVENUE	FONTANA	SAN BERNARDINO	CA	Pre-7/23/09
416	5614	22203 BARTON ROAD	GRAND TERRACE	SAN BERNARDINO	CA	Pre-7/23/09
417	4077	14466 MAIN STREET - BLDG A	HESPERIA	SAN BERNARDINO	CA	3/23/2012
418	2836	15273 BEAR VALLEY ROAD	HESPERIA	SAN BERNARDINO	CA	Pre-7/23/09
419	5615	17115 MAIN STREET	HESPERIA	SAN BERNARDINO	CA	Pre-7/23/09
420	2851	27292 BASELINE AVENUE	HIGHLAND	SAN BERNARDINO	CA	Pre-7/23/09
421	5616	5183 HOLT AVENUE	MONTCLAIR	SAN BERNARDINO	CA	Pre-7/23/09
422	4002	8780 CENTRAL AVENUE	MONTCLAIR	SAN BERNARDINO	CA	Pre-7/23/09
423	3328	1060 NORTH MOUNTAIN AVENUE	ONTARIO	SAN BERNARDINO	CA	Pre-7/23/09
424	DC 10	1800 SOUTH WINEVILLE AVENUE	ONTARIO	SAN BERNARDINO	CA	Pre-7/23/09
425	5617	1860 SOUTH EUCLID AVENUE	ONTARIO	SAN BERNARDINO	CA	Pre-7/23/09
426	5619	1881 EAST 4TH STREET	ONTARIO	SAN BERNARDINO	CA	Pre-7/23/09
427	3350	3030 SOUTH ARCHIBALD	ONTARIO	SAN BERNARDINO	CA	Pre-7/23/09
428	5618	570 EAST HOLT BLVD	ONTARIO	SAN BERNARDINO	CA	Pre-7/23/09
429	5621	4071 PHELAN ROAD	PHELAN	SAN BERNARDINO	CA	Pre-7/23/09
430	5623	11898 FOOTHILL BVD	RANCHO CUCAMONGA	SAN BERNARDINO	CA	Pre-7/23/09
431	5622	9457 FOOTHILL BLVD	RANCHO CUCAMONGA	SAN BERNARDINO	CA	Pre-7/23/09
432	6274	1785 EAST LUGONIA AVENUE #106	REDLANDS	SAN BERNARDINO	CA	8/28/2014
433	4049	2052 WEST REDLANDS BLVD	REDLANDS	SAN BERNARDINO	CA	11/11/2010
434	2822	745 EAST CITRUS AVENUE	REDLANDS	SAN BERNARDINO	CA	Pre-7/23/09
435	5060	2016 N RIVERSIDE	RIALTO	SAN BERNARDINO	CA	1/6/2018
436	5627	241 WEST BASE LINE ROAD	RIALTO	SAN BERNARDINO	CA	Pre-7/23/09
437	5626	702 EAST FOOTHILL BLVD	RIALTO	SAN BERNARDINO	CA	Pre-7/23/09
438	5642	1050 KENDALL AVENUE	SAN BERNARDINO	SAN BERNARDINO	CA	Pre-7/23/09
439	2830	1280 W BASELINE STREET	SAN BERNARDINO	SAN BERNARDINO	CA	Pre-7/23/09
440	2823	233 EAST 40TH STREET	SAN BERNARDINO	SAN BERNARDINO	CA	Pre-7/23/09
441	4003	566 INLAND CENTER DRIVE	SAN BERNARDINO	SAN BERNARDINO	CA	Pre-7/23/09
442	2831	660 EAST BASE LINE STREET	SAN BERNARDINO	SAN BERNARDINO	CA	Pre-7/23/09
443	2875	789 SOUTH MT. VERNON AVENUE	SAN BERNARDINO	SAN BERNARDINO	CA	Pre-7/23/09
444	5632	798 HIGHLAND AVENUE	SAN BERNARDINO	SAN BERNARDINO	CA	Pre-7/23/09
445	5634	6401 ADOBE ROAD	TWENTYNINE PALMS	SAN BERNARDINO	CA	Pre-7/23/09
446	5635	234 EAST FOOTHILL BLVD	UPLAND	SAN BERNARDINO	CA	Pre-7/23/09
447	3780	14289 US HIGHWAY 395	VICTORVILLE	SAN BERNARDINO	CA	5/9/2014
448	5636	14403 7TH STREET	VICTORVILLE	SAN BERNARDINO	CA	Pre-7/23/09
449	2838	14675 PALMDALE ROAD	VICTORVILLE	SAN BERNARDINO	CA	Pre-7/23/09
450	2812	34635 YUCAIPA BLVD	YUCAIPA	SAN BERNARDINO	CA	Pre-7/23/09
451	2811	56505 29 PALMS HIGHWAY	YUCCA VALLEY	SAN BERNARDINO	CA	Pre-7/23/09
452	2810	1315 3RD AVENUE	CHULA VISTA	SAN DIEGO	CA	Pre-7/23/09
453	2817	225 BROADWAY	CHULA VISTA	SAN DIEGO	CA	Pre-7/23/09
454	5643	685 BROADWAY	CHULA VISTA	SAN DIEGO	CA	Pre-7/23/09
455	5644	885 EAST H STREET	CHULA VISTA	SAN DIEGO	CA	Pre-7/23/09
456	3365	1080 E MAIN STREET	EL CAJON	SAN DIEGO	CA	Pre-7/23/09
457	5646	1795 EAST MAIN STREET	EL CAJON	SAN DIEGO	CA	Pre-7/23/09
458	6288	966 BALLANTYNE ST	EL CAJON	SAN DIEGO	CA	1/20/2018
459	5657	120 LEUCADIA BLVD	ENCINITAS	SAN DIEGO	CA	Pre-7/23/09
460	5650	1495 EAST VALLEY PARKWAY	ESCONDIDO	SAN DIEGO	CA	Pre-7/23/09
461	5651	440 WEST FELICITA AVENUE #1	ESCONDIDO	SAN DIEGO	CA	Pre-7/23/09
462	5649	642 NORTH ESCONDIDO BLVD	ESCONDIDO	SAN DIEGO	CA	Pre-7/23/09

Exhibit A-1 -- California AutoZone Facilities

	Store	Address	City	County	State	Date Opened
463	5652	1081 SOUTH MISSION ROAD	FALLBROOK	SAN DIEGO	CA	Pre-7/23/09
464	2809	7791 EL CAJON BLVD	LA MESA	SAN DIEGO	CA	Pre-7/23/09
465	3341	12421 WOODSIDE AVENUE	LAKESIDE	SAN DIEGO	CA	Pre-7/23/09
466	5656	7281 BROADWAY	LEMON GROVE	SAN DIEGO	CA	Pre-7/23/09
467	5658	2140 HIGHLAND AVENUE	NATIONAL CITY	SAN DIEGO	CA	Pre-7/23/09
468	5659	2500 EAST PLAZA BLVD	NATIONAL CITY	SAN DIEGO	CA	Pre-7/23/09
469	5661	1040 MISSION AVENUE	OCEANSIDE	SAN DIEGO	CA	Pre-7/23/09
470	6166	2253 EL CAMINO #2	OCEANSIDE	SAN DIEGO	CA	3/16/2018
471	4041	3513 CANNON ROAD	OCEANSIDE	SAN DIEGO	CA	8/27/2010
472	5660	3975 MISSION AVENUE	OCEANSIDE	SAN DIEGO	CA	Pre-7/23/09
473	4139	4231 OCEANSIDE BLVD	OCEANSIDE	SAN DIEGO	CA	8/24/2012
474	5664	13397 POWAY ROAD	POWAY	SAN DIEGO	CA	Pre-7/23/09
475	2845	370 PALA STREET	RAMONA	SAN DIEGO	CA	Pre-7/23/09
476	4138	10645 TIERRANSANTA BLVD	SAN DIEGO	SAN DIEGO	CA	6/28/2012
477	5231	1304 SOUTH 43RD STREET	SAN DIEGO	SAN DIEGO	CA	Pre-7/23/09
478	2808	1344 PALM AVENUE	SAN DIEGO	SAN DIEGO	CA	Pre-7/23/09
479	5665	1950 CABLE STREET	SAN DIEGO	SAN DIEGO	CA	Pre-7/23/09
480	5672	2211 IMPERIAL AVENUE	SAN DIEGO	SAN DIEGO	CA	Pre-7/23/09
481	5662	2445 OTAY CENTER DRIVE #101	SAN DIEGO	SAN DIEGO	CA	Pre-7/23/09
482	5674	2865 NATIONAL AVENUE	SAN DIEGO	SAN DIEGO	CA	Pre-7/23/09
483	5886	3321 PALM AVENUE	SAN DIEGO	SAN DIEGO	CA	Pre-7/23/09
484	6120	3717 ROSECRANS ST	SAN DIEGO	SAN DIEGO	CA	2/21/2019
485	5673	3842 UNIVERSITY AVENUE	SAN DIEGO	SAN DIEGO	CA	Pre-7/23/09
486	5668	4005 30TH STREET	SAN DIEGO	SAN DIEGO	CA	Pre-7/23/09
487	5669	5006 EL CAJON BLVD	SAN DIEGO	SAN DIEGO	CA	Pre-7/23/09
488	5671	5090 FEDERAL BLVD	SAN DIEGO	SAN DIEGO	CA	Pre-7/23/09
489	4027	5921 UNIVERSITY AVENUE	SAN DIEGO	SAN DIEGO	CA	1/30/2012
490	5667	6085 BALBOA AVENUE	SAN DIEGO	SAN DIEGO	CA	Pre-7/23/09
491	4040	6424 MISSION GORGE ROAD	SAN DIEGO	SAN DIEGO	CA	10/20/2012
492	4080	6905 PARADISE VALLEY ROAD	SAN DIEGO	SAN DIEGO	CA	7/13/2011
493	3351	9152 MIRA MESA BLVD	SAN DIEGO	SAN DIEGO	CA	Pre-7/23/09
494	5723	195 RANCHO SANTA FE ROAD	SAN MARCOS	SAN DIEGO	CA	Pre-7/23/09
495	5676	636 SAN YSIDRO BLVD	SAN YSIDRO	SAN DIEGO	CA	Pre-7/23/09
496	3347	285 TOWN CENTER PARKWAY	SANTEE	SAN DIEGO	CA	Pre-7/23/09
497	5678	699 SWEETWATER ROAD	SPRING VALLEY	SAN DIEGO	CA	Pre-7/23/09
498	4155	9710 CAMPO ROAD	SPRING VALLEY	SAN DIEGO	CA	2/9/2013
499	2819	1410 NORTH SANTA FE AVENUE	VISTA	SAN DIEGO	CA	Pre-7/23/09
500	5679	573 WEST VISTA WAY	VISTA	SAN DIEGO	CA	Pre-7/23/09
501	4078	950 SOUTH SANTA FE AVENUE	VISTA	SAN DIEGO	CA	2/15/2014
502	4084	1575 SOUTH VAN NESS AVENUE	SAN FRANCISCO	SAN FRANCISCO	CA	4/7/2012
503	5682	1300 WEST KETTLEMAN	LODI	SAN JOAQUIN	CA	Pre-7/23/09
504	3335	147 SOUTH MAIN STREET	MANTECA	SAN JOAQUIN	CA	Pre-7/23/09
505	2858	1100 NORTH WILSON WAY	STOCKTON	SAN JOAQUIN	CA	Pre-7/23/09
506	5684	1339 SUTTER STREET	STOCKTON	SAN JOAQUIN	CA	Pre-7/23/09
507	5686	1448 NORTH EL DORADO	STOCKTON	SAN JOAQUIN	CA	Pre-7/23/09
508	3326	2309 WEST HAMMER LANE	STOCKTON	SAN JOAQUIN	CA	Pre-7/23/09
509	3779	3512 MANTHEY ROAD	STOCKTON	SAN JOAQUIN	CA	1/29/2012
510	4036	3828 EAST MAIN STREET	STOCKTON	SAN JOAQUIN	CA	7/16/2011
511	5685	8228 WEST LANE	STOCKTON	SAN JOAQUIN	CA	Pre-7/23/09
512	6217	941 WEST MARCH LANE	STOCKTON	SAN JOAQUIN	CA	5/10/2014
513	3315	1122 WEST 11TH STREET	TRACY	SAN JOAQUIN	CA	Pre-7/23/09
514	4079	8195 EL CAMINO REAL	ATASCADERO	SAN LUIS OBISPO	CA	4/25/2011
515	4021	1401 GRAND AVENUE	GROVER BEACH	SAN LUIS OBISPO	CA	6/22/2010
516	2805	450 QUINTANA ROAD	MORRO BAY	SAN LUIS OBISPO	CA	Pre-7/23/09
517	4025	2123 SPRING STREET	PASO ROBLES	SAN LUIS OBISPO	CA	5/9/2014
518	3358	239 HIGUERA STREET	SAN LUIS OBISPO	SAN LUIS OBISPO	CA	Pre-7/23/09
519	4073	6212 MISSION STREET	DALY CITY	SAN MATEO	CA	5/7/2011
520	3302	2160 UNIVERSITY AVENUE	EAST PALO ALTO	SAN MATEO	CA	Pre-7/23/09
521	3307	320 EL CAMINO REAL	MILLBRAE	SAN MATEO	CA	Pre-7/23/09
522	4026	901 EL CAMINO REAL	REDWOOD CITY	SAN MATEO	CA	6/1/2010
523	2854	3880 SOUTH EL CAMINO REAL	SAN MATEO	SAN MATEO	CA	Pre-7/23/09
524	4486	5799 HOLLISTER AVE	GOLETA	SANTA BARBARA	CA	8/11/2017
525	5687	538 NORTH H STREET	LOMPOC	SANTA BARBARA	CA	Pre-7/23/09
526	5688	305 NORTH MILPAS STREET	SANTA BARBARA	SANTA BARBARA	CA	Pre-7/23/09
527	5689	1793 NORTH BROADWAY	SANTA MARIA	SANTA BARBARA	CA	Pre-7/23/09
528	3353	2020 SOUTH BROADWAY	SANTA MARIA	SANTA BARBARA	CA	Pre-7/23/09

Exhibit A-1 -- California AutoZone Facilities

	Store	Address	City	County	State	Date Opened
529	4796	4869 S BRADLEY 101	SANTA MARIA	SANTA BARBARA	CA	3/9/2019
530	2885	94 NORTH SAN TOMAS AQUINO ROAD	CAMPBELL	SANTA CLARA	CA	Pre-7/23/09
531	5690	6900 CHESTNUT STREET	GILROY	SANTA CLARA	CA	Pre-7/23/09
532	4048	16025 MONTEREY ROAD	MORGAN HILL	SANTA CLARA	CA	8/19/2011
533	3354	1204 NORTH CAPITOL AVENUE	SAN JOSE	SANTA CLARA	CA	Pre-7/23/09
534	6243	1717 WEST SAN CARLOS	SAN JOSE	SANTA CLARA	CA	10/17/2014
535	4169	1812 HILLSDALE AVE	SAN JOSE	SANTA CLARA	CA	1/5/2018
536	4012	189 CURTNER AVENUE - SUITE 90	SAN JOSE	SANTA CLARA	CA	8/16/2009
537	4046	2277 ALUM ROCK AVENUE	SAN JOSE	SANTA CLARA	CA	1/3/2012
538	5924	2690 STORY ROAD	SAN JOSE	SANTA CLARA	CA	Pre-7/23/09
539	3369	4580 ALMADEN EXPRESSWAY	SAN JOSE	SANTA CLARA	CA	Pre-7/23/09
540	3367	5272 MONTEREY HWY	SAN JOSE	SANTA CLARA	CA	Pre-7/23/09
541	6299	5566 COTTLE ROAD	SAN JOSE	SANTA CLARA	CA	12/17/2017
542	4096	769 NORTH 13TH STREET	SAN JOSE	SANTA CLARA	CA	1/3/2014
543	3337	2355 EL CAMINO REAL	SANTA CLARA	SANTA CLARA	CA	Pre-7/23/09
544	4031	1114 WATER STREET	SANTA CRUZ	SANTA CRUZ	CA	8/26/2011
545	3324	1502 FREEDOM BLVD	WATSONVILLE	SANTA CRUZ	CA	Pre-7/23/09
546	6260	33 WEST LAKE AVENUE	WATSONVILLE	SANTA CRUZ	CA	8/21/2015
547	3339	2601 CHURN CREEK ROAD	REDDING	SHASTA	CA	Pre-7/23/09
548	3330	323 LAKE BLVD	REDDING	SHASTA	CA	Pre-7/23/09
549	3325	3251 SOUTH MARKET STREET	REDDING	SHASTA	CA	Pre-7/23/09
550	6277	1809 FORT JONES ROAD	YREKA	SISKIYOU	CA	9/19/2015
551	3668	1650 N FIRST ST	DIXON	SOLANO	CA	10/23/2016
552	3303	1706 NORTH TEXAS STREET	FAIRFIELD	SOLANO	CA	Pre-7/23/09
553	5693	288 SUNSET AVENUE	SUISUN CITY	SOLANO	CA	Pre-7/23/09
554	5694	2480 NUT TREE ROAD	VACAVILLE	SOLANO	CA	Pre-7/23/09
555	4011	3020 SOUTH SONOMA	VALLEJO	SOLANO	CA	11/10/2012
556	5696	730 ADMIRAL CALLAGHAN LANE	VALLEJO	SOLANO	CA	Pre-7/23/09
557	4013	101 EAST WASHINGTON STREET	PETALUMA	SONOMA	CA	5/8/2010
558	4014	6595 COMMERCE DRIVE	ROHNERT PARK	SONOMA	CA	8/15/2009
559	3352	1820 GUERNEVILLE ROAD	SANTA ROSA	SONOMA	CA	Pre-7/23/09
560	3333	1991 SEBASTOPOL ROAD	SANTA ROSA	SONOMA	CA	Pre-7/23/09
561	4082	2510 SANTA ROSA AVENUE	SANTA ROSA	SONOMA	CA	12/21/2013
562	3719	1765 MITCHELL ROAD	CERES	STANISLAUS	CA	Pre-7/23/09
563	6164	2600 CROWS LAND #A	CERES	STANISLAUS	CA	2/13/2017
564	5699	1032 OAKDALE ROAD #B	MODESTO	STANISLAUS	CA	Pre-7/23/09
565	5225	1500 EAST HATCH ROAD	MODESTO	STANISLAUS	CA	Pre-7/23/09
566	2868	1901 PRESCOTT ROAD	MODESTO	STANISLAUS	CA	Pre-7/23/09
567	4005	3401 YOSEMITE BLVD	MODESTO	STANISLAUS	CA	Pre-7/23/09
568	4033	3601 PELANDALE AVENUE - SUITE F	MODESTO	STANISLAUS	CA	4/27/2010
569	5698	401 PARADISE ROAD	MODESTO	STANISLAUS	CA	Pre-7/23/09
570	4074	1641 NORTH STREET	NEWMAN	STANISLAUS	CA	7/5/2012
571	5700	1474 EAST F STREET	OAKDALE	STANISLAUS	CA	Pre-7/23/09
572	3323	400 SOUTH 2ND STREET	PATTERSON	STANISLAUS	CA	Pre-7/23/09
573	4019	2225 PATTERSON ROAD	RIVERBANK	STANISLAUS	CA	4/10/2010
574	5701	1272 GEER ROAD	TURLOCK	STANISLAUS	CA	Pre-7/23/09
575	3683	11950 YOSEMITE BLV	WATERFORD	STANISLAUS	CA	8/22/2016
576	2826	1211 STABLER LANE	YUBA CITY	SUTTER	CA	Pre-7/23/09
577	4095	2123 SOLANO STREET	CORNING	TEHAMA	CA	8/11/2012
578	4148	555 SOUTH MAIN STREET	RED BLUFF	TEHAMA	CA	11/8/2013
579	2833	1741 EAST EL MONTE WAY	DINUBA	TULARE	CA	Pre-7/23/09
580	4083	550 SIERRA AVENUE	EARLIMART	TULARE	CA	12/10/2013
581	5706	1123 VISALIA ROAD WEST	EXETER	TULARE	CA	Pre-7/23/09
582	3711	1555 NORTH FARMERSVILLE ROAD	FARMERSVILLE	TULARE	CA	Pre-7/23/09
583	3329	230 NORTH HIGHWAY 65	LINDSAY	TULARE	CA	Pre-7/23/09
584	6222	41339 ROAD 128	OROSI	TULARE	CA	2/18/2015
585	2840	1132 WEST OLIVE	PORTERVILLE	TULARE	CA	Pre-7/23/09
586	5708	1245 WEST HENDERSON	PORTERVILLE	TULARE	CA	Pre-7/23/09
587	4160	303 EAST OLIVE AVENUE #A	PORTERVILLE	TULARE	CA	6/14/2013
588	2834	1150 EAST TULARE AVENUE	TULARE	TULARE	CA	Pre-7/23/09
589	3360	1221 SOUTH MOONEY BLVD	VISALIA	TULARE	CA	Pre-7/23/09
590	5710	428 WEST HOUSTON AVENUE	VISALIA	TULARE	CA	Pre-7/23/09
591	5711	1091 SANGUINETTI ROAD	SONORA	TUOLUMNE	CA	Pre-7/23/09
592	6211	2291-B PICKWICK DRIVE	CAMARILLO	VENTURA	CA	7/27/2015
593	5712	658 VENTURA ROAD	FILLMORE	VENTURA	CA	Pre-7/23/09
594	5713	455 LOS ANGELES AVENUE	MOORPARK	VENTURA	CA	Pre-7/23/09

Exhibit A-1 -- California AutoZone Facilities

	Store	Address	City	County	State	Date Opened
595	6391	2051 NORTH OXNARD BLVD	OXNARD	VENTURA	CA	10/9/2015
596	5714	2411 SAVIERS ROAD	OXNARD	VENTURA	CA	Pre-7/23/09
597	5715	600 NORTH VENTURA ROAD	OXNARD	VENTURA	CA	Pre-7/23/09
598	5716	159 EAST HARVARD	SANTA PAULA	VENTURA	CA	Pre-7/23/09
599	5718	2288 TAPO STREET	SIMI VALLEY	VENTURA	CA	Pre-7/23/09
600	5717	2375 SYCAMORE DRIVE	SIMI VALLEY	VENTURA	CA	Pre-7/23/09
601	2240	501 E LOS ANGELES	SIMI VALLEY	VENTURA	CA	1/29/2018
602	4167	1774 EAST THOUSAND OAKS BLVD	THOUSAND OAKS	VENTURA	CA	3/10/2014
603	5719	2610 EAST MAIN STREET	VENTURA	VENTURA	CA	Pre-7/23/09
604	2832	9459 TELEPHONE ROAD	VENTURA	VENTURA	CA	Pre-7/23/09
605	5720	1400 WEST CAPITOL AVENUE	WEST SACRAMENTO	YOLO	CA	Pre-7/23/09
606	5721	90 WEST MAIN STREET	WOODLAND	YOLO	CA	Pre-7/23/09
607	5722	420 9TH STREET	MARYSVILLE	YUBA	CA	Pre-7/23/09

	Store	Address	City	County	State	Date Opened	Date Closed
1	4489	1125 PARK ST	ALAMEDA	ALAMEDA	CA	8/12/2017	
2	3368	41094 FREMONT BLVD	FREMONT	ALAMEDA	CA	Pre-7/23/09	
3	2847	24060 MISSION BLVD	HAYWARD	ALAMEDA	CA	Pre-7/23/09	
4	4170	28150 MISSION BLVD	HAYWARD	ALAMEDA	CA	6/15/2013	
5	4399	3455 ARDEN RD	HAYWARD	ALAMEDA	CA	8/25/2018	
6	3718	1511 FIRST STREET	LIVERMORE	ALAMEDA	CA	10/16/2009	
7	4091	35060 NEWARK BLVD	NEWARK	ALAMEDA	CA	5/5/2012	
8	5230	10111 INTERNATIONAL STREET	OAKLAND	ALAMEDA	CA	Pre-7/23/09	
9	5229	3050 EAST 9TH STREET	OAKLAND	ALAMEDA	CA	Pre-7/23/09	
10	3357	3533 MACARTHUR AVENUE	OAKLAND	ALAMEDA	CA	Pre-7/23/09	
11	3371	7200 BANCROFT AVENUE	OAKLAND	ALAMEDA	CA	Pre-7/23/09	
12	4151	807 27TH STREET	OAKLAND	ALAMEDA	CA	4/18/2013	
13	4090	3901 SANTA RITA ROAD	PLEASANTON	ALAMEDA	CA	8/8/2011	
14	4071	14850 EAST 14TH STREET	SAN LEANDRO	ALAMEDA	CA	8/24/2012	
15	3331	17750 HESPERIAN BLVD	SAN LORENZO	ALAMEDA	CA	Pre-7/23/09	
16	4099	34529 ALVARADO-NILES ROAD	UNION CITY	ALAMEDA	CA	4/12/2016	
17	3338	32100 ALVARADO BLVD	UNION CITY	ALAMEDA	CA	Pre-7/23/09	
18	6228	11201 PROSPECT DRIVE	JACKSON	AMADOR	CA	4/23/2014	
19	5306	136 WEST EAST AVENUE	CHICO	BUTTE	CA	Pre-7/23/09	
20	3321	1843 PARK AVENUE	CHICO	BUTTE	CA	Pre-7/23/09	
21	4093	1636 HWY 99	GRIDLEY	BUTTE	CA	8/22/2012	
22	5307	1970 OROVILLE DAM BLVD EAST	OROVILLE	BUTTE	CA	Pre-7/23/09	
23	5308	7542 SKYWAY ROAD	PARADISE	BUTTE	CA	Pre-7/23/09	
24	6205	117 RILEY WAY	VALLEY SPRINGS	CALAVERAS	CA	3/16/2018	
25	3710	1015 BRIDGE STREET	COLUSA	COLUSA	CA	7/18/2011	
26	3366	1623 A STREET	ANTIOCH	CONTRA COSTA	CA	Pre-7/23/09	
27	4029	2009 SOMERSVILLE ROAD	ANTIOCH	CONTRA COSTA	CA	8/25/2012	
28	4166	5369 FAIR SIDE WAY	ANTIOCH	CONTRA COSTA	CA	4/3/2015	
29	5124	4036 LONE TREE WAY	ANTIOCH	CONTRA COSTA	CA	2/6/2018	
30	5310	652 BAILEY ROAD	BAY POINT	CONTRA COSTA	CA	Pre-7/23/09	
31	4136	7609 BRENTWOOD BLVD	BRENTWOOD	CONTRA COSTA	CA	5/8/2013	
32	3334	5267 CLAYTON ROAD	CONCORD	CONTRA COSTA	CA	Pre-7/23/09	
33	4128	2051 MONUMENT BLVD	CONCORD	CONTRA COSTA	CA	12/7/2013	
34	5309	2595 MAIN STREET	OAKLEY	CONTRA COSTA	CA	Pre-7/23/09	
35	3349	5747 PACHECO BLVD	PACHECO	CONTRA COSTA	CA	Pre-7/23/09	
36	3312	1475 FITZGERALD DRIVE	PINOLE	CONTRA COSTA	CA	Pre-7/23/09	
37	3343	401 EAST LELAND ROAD	PITTSBURG	CONTRA COSTA	CA	Pre-7/23/09	
38	5311	1350 MACDONALD AVENUE	RICHMOND	CONTRA COSTA	CA	Pre-7/23/09	
39	5937	13102 SAN PABLO AVENUE	RICHMOND	CONTRA COSTA	CA	Pre-7/23/09	
40	4023	14270 SAN PABLO AVENUE	SAN PABLO	CONTRA COSTA	CA	12/18/2010	
41	4164	500 HWY 101 NORTH	CRESCENT CITY	DEL NORTE	CA	7/24/2013	
42	5312	3480 PALMER DRIVE	CAMERON PARK	EL DORADO	CA	Pre-7/23/09	
43	3361	4350 GOLDEN CENTER DRIVE #1	PLACERVILLE	EL DORADO	CA	Pre-7/23/09	
44	6201	2605 LAKE TAHOE BLVD SOUTH	SOUTH LAKE TAHOE	EL DORADO	CA	12/24/2014	
45	5322	343 WEST SHAW AVENUE	CLOVIS	FRESNO	CA	Pre-7/23/09	
46	4034	3150 FOWLER AVENUE	CLOVIS	FRESNO	CA	6/30/2010	
47	6257	390 N SUNNYSIDE	CLOVIS	FRESNO	CA	4/11/2016	
48	5919	45 WEST POLK STREET	COALINGA	FRESNO	CA	Pre-7/23/09	
49	4042	900 NORTH STREET	FIREBAUGH	FRESNO	CA	5/6/2011	
50	5315	2612 NORTH BLACKSTONE AVENUE	FRESNO	FRESNO	CA	Pre-7/23/09	
51	5316	4210 EAST BELMONT AVENUE	FRESNO	FRESNO	CA	Pre-7/23/09	
52	5317	4031 NORTH MARKS AVENUE	FRESNO	FRESNO	CA	Pre-7/23/09	
53	5319	4266 EAST CLINTON AVENUE	FRESNO	FRESNO	CA	Pre-7/23/09	
54	5321	3102 GETTYSBURG AVENUE	FRESNO	FRESNO	CA	Pre-7/23/09	
55	2876	820 EAST CALIFORNIA AVENUE	FRESNO	FRESNO	CA	Pre-7/23/09	
56	2892	4674 EAST KINGS CANYON ROAD	FRESNO	FRESNO	CA	Pre-7/23/09	
57	3306	927 SOUTH CLOVIS AVENUE	FRESNO	FRESNO	CA	Pre-7/23/09	
58	2889	5384 NORTH BLACKSTONE AVENUE	FRESNO	FRESNO	CA	Pre-7/23/09	
59	3342	3785 WEST SHIELDS AVENUE	FRESNO	FRESNO	CA	Pre-7/23/09	
60	3712	6340 NORTH FIGARDEN DRIVE	FRESNO	FRESNO	CA	Pre-7/23/09	
61	4001	2615 SOUTH CHESTNUT AVENUE	FRESNO	FRESNO	CA	Pre-7/23/09	
62	3695	3089 E TULARE ST	FRESNO	FRESNO	CA	7/21/2017	
63	5324	14923 WEST WHITEBRIDGE ROAD	KERMAN	FRESNO	CA	Pre-7/23/09	
64	5939	959 SIERRA STREET	KINGSBURG	FRESNO	CA	Pre-7/23/09	
65	3708	700 DERRICK AVE	MENDOTA	FRESNO	CA	5/7/2016	

	Store	Address	City	County	State	Date Opened	Date Closed
66	4464	1350 PARK BLVD	ORANGE COVE	FRESNO	CA	6/12/2018	
67	3758	865 EAST MANNING AVENUE	PARLIER	FRESNO	CA	Pre-7/23/09	
68	5325	1060 EAST MANNING AVENUE	REEDLEY	FRESNO	CA	Pre-7/23/09	
69	2862	1111 ACADEMY AVENUE	SANGER	FRESNO	CA	Pre-7/23/09	
70	2815	2101 WHITSON STREET	SELMA	FRESNO	CA	Pre-7/23/09	
71	4094	711 6TH STREET	ORLAND	GLENN	CA	6/16/2012	
72	6282	930 WEST HARRIS STREET	EUREKA	HUMBOLDT	CA	2/14/2015	
73	4142	300 SOUTH FORTUNA BLVD	FORTUNA	HUMBOLDT	CA	5/4/2013	
74	6187	1585 CENTRAL AVE	MCKINLEYVILLE	HUMBOLDT	CA	3/21/2018	
75	2804	953 EAST MAIN STREET	BRAWLEY	IMPERIAL	CA	Pre-7/23/09	
76	5329	927 IMPERIAL AVENUE	CALEXICO	IMPERIAL	CA	Pre-7/23/09	
77	2803	1263 WEST ADAMS AVENUE	EL CENTRO	IMPERIAL	CA	Pre-7/23/09	
78	3362	2403 SOUTH 4TH STREET	EL CENTRO	IMPERIAL	CA	Pre-7/23/09	
79	5648	390 EAST 5TH STREET	HOLTVILLE	IMPERIAL	CA	10/2/2015	
80	4187	500 SOUTH J STREET	IMPERIAL	IMPERIAL	CA	3/18/2016	
81	3760	900 BEAR MOUNTAIN	ARVIN	KERN	CA	Pre-7/23/09	
82	5332	1615 BRUNDAGE LANE	BAKERSFIELD	KERN	CA	Pre-7/23/09	
83	5335	1701 WHITE LANE	BAKERSFIELD	KERN	CA	Pre-7/23/09	
84	5336	8430 ROSEDALE HIGHWAY	BAKERSFIELD	KERN	CA	Pre-7/23/09	
85	5337	3408 UNION AVENUE	BAKERSFIELD	KERN	CA	Pre-7/23/09	
86	2801	3324 NILES STREET	BAKERSFIELD	KERN	CA	Pre-7/23/09	
87	3311	6615 MING AVENUE	BAKERSFIELD	KERN	CA	Pre-7/23/09	
88	3364	2461 NORTH CHESTER AVENUE	BAKERSFIELD	KERN	CA	Pre-7/23/09	
89	4009	11050 OLIVE DRIVE	BAKERSFIELD	KERN	CA	Pre-7/23/09	
90	4004	3325 PANAMA LANE	BAKERSFIELD	KERN	CA	Pre-7/23/09	
91	4174	9711 CALIFORNIA CITY BLVD	CALIFORNIA CITY	KERN	CA	8/17/2013	
92	2829	1434 HIGH STREET	DELANO	KERN	CA	Pre-7/23/09	
93	2813	10315 MAIN STREET	LAMONT	KERN	CA	Pre-7/23/09	
94	6270	524 WEST PERKINS AVENUE	MCFARLAND	KERN	CA	7/31/2015	
95	5342	940 NORTH CHINA LAKE BLVD	RIDGECREST	KERN	CA	Pre-7/23/09	
96	5341	2674 ROSAMOND BLVD	ROSAMOND	KERN	CA	Pre-7/23/09	
97	5343	112 EAST MARENGO AVENUE	SHAFTER	KERN	CA	Pre-7/23/09	
98	5943	1002 KERN STREET	TAFT	KERN	CA	Pre-7/23/09	
99	5345	842 TUCKER ROAD	TEHACHAPI	KERN	CA	Pre-7/23/09	
100	5346	2301 HWY 46	WASCO	KERN	CA	Pre-7/23/09	
101	2878	2009 WHITLEY AVENUE	CORCORAN	KINGS	CA	Pre-7/23/09	
102	2807	336 NORTH 11TH AVENUE	HANFORD	KINGS	CA	Pre-7/23/09	
103	5348	844 NORTH LEMOORE AVENUE	LEMOORE	KINGS	CA	Pre-7/23/09	
104	4176	15125 LAKE SHORE DRIVE #D	CLEARLAKE	LAKE	CA	7/24/2013	
105	4015	103 LAUREL STREET	SUSANVILLE	LASSEN	CA	3/12/2015	
106	5349	1100 WEST COMMONWEALTH AVENUE	ALHAMBRA	LOS ANGELES	CA	Pre-7/23/09	
107	5352	9700 WOODMAN AVENUE	ARLETA	LOS ANGELES	CA	Pre-7/23/09	
108	4035	8638 WOODMAN AVENUE	ARLETA	LOS ANGELES	CA	7/16/2011	
109	5353	12204 ARTESIA AVENUE	ARTESIA	LOS ANGELES	CA	Pre-7/23/09	8/29/2009
110	6293	736 E ALOSTA AVE.	AZUSA	LOS ANGELES	CA	8/27/2016	
111	5356	14103 RAMONA BLVD	BALDWIN PARK	LOS ANGELES	CA	Pre-7/23/09	
112	5357	14031 FRANCISQUITO AVENUE	BALDWIN PARK	LOS ANGELES	CA	Pre-7/23/09	
113	5358	6107 FLORENCE AVENUE	BELL GARDENS	LOS ANGELES	CA	Pre-7/23/09	
114	5462	9031 ALONDRA BLVD	BELLFLOWER	LOS ANGELES	CA	Pre-7/23/09	
115	6237	10239 ROSECRANS AVENUE	BELLFLOWER	LOS ANGELES	CA	8/3/2015	
116	5362	2502 BURBANK BLVD	BURBANK	LOS ANGELES	CA	Pre-7/23/09	
117	5364	21129 SHERMAN WAY	CANOGA PARK	LOS ANGELES	CA	Pre-7/23/09	
118	3345	444 EAST CARSON STREET	CARSON	LOS ANGELES	CA	Pre-7/23/09	
119	6171	10216 MASON AVE	CHATSWORTH	LOS ANGELES	CA	5/6/2017	
120	5393	15215 EAST GALE AVENUE	CITY OF INDUSTRY	LOS ANGELES	CA	Pre-7/23/09	
121	5367	1440 EAST COMPTON BLVD	COMPTON	LOS ANGELES	CA	Pre-7/23/09	
122	5368	2610 NORTH WILMINGTON AVENUE	COMPTON	LOS ANGELES	CA	Pre-7/23/09	
123	2850	741 WEST COMPTON BLVD	COMPTON	LOS ANGELES	CA	Pre-7/23/09	
124	5370	1445 CITRUS AVENUE NORTH	COVINA	LOS ANGELES	CA	Pre-7/23/09	
125	5477	21356 EAST ARROW HIGHWAY	COVINA	LOS ANGELES	CA	Pre-7/23/09	
126	5371	7210 ATLANTIC AVENUE	CUDAHY	LOS ANGELES	CA	Pre-7/23/09	
127	5373	303 DIAMOND BAR BLVD	DIAMOND BAR	LOS ANGELES	CA	Pre-7/23/09	
128	5374	13028 PARAMOUNT BLVD	DOWNEY	LOS ANGELES	CA	Pre-7/23/09	
129	3346	9920 PARAMOUNT BLVD	DOWNEY	LOS ANGELES	CA	Pre-7/23/09	
130	2814	1346 EAST HUNTINGTON	DUARTE	LOS ANGELES	CA	Pre-7/23/09	

Exhibit -- California AutoZone Covered Matter Facilities

	Store	Address	City	County	State	Date Opened	Date Closed
131	5377	1131 ATLANTIC AVENUE	E LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	
132	2863	11104 RAMONA BLVD	EL MONTE	LOS ANGELES	CA	Pre-7/23/09	
133	4175	14742 CRENSHAW BLV	GARDENA	LOS ANGELES	CA	8/23/2016	
134	5224	1116 REDONDO BEACH	GARDENA	LOS ANGELES	CA	Pre-7/23/09	
135	6249	1361 WEST 190TH STREET	GARDENA	LOS ANGELES	CA	4/17/2015	
136	5381	800 SOUTH GLENDALE AVENUE	GLENDALE	LOS ANGELES	CA	Pre-7/23/09	
137	3674	220 W ROUTE 66	GLENORA	LOS ANGELES	CA	8/4/2017	
138	5384	16922 DEVONSHIRE	GRANADA HILLS	LOS ANGELES	CA	Pre-7/23/09	
139	5945	21418 NORWALK BLVD	HAWAIIAN GARDENS	LOS ANGELES	CA	Pre-7/23/09	
140	5387	13765 HAWTHORNE BLVD	HAWTHORNE	LOS ANGELES	CA	Pre-7/23/09	
141	5388	11804 HAWTHORNE BLVD	HAWTHORNE	LOS ANGELES	CA	Pre-7/23/09	
142	4157	5516 NORTH FIGUEROA STREET	HIGHLAND PARK	LOS ANGELES	CA	4/27/2013	
143	4075	2901 EAST FLORENCE AVENUE	HUNTINGTON PARK	LOS ANGELES	CA	4/16/2011	
144	5395	433 NORTH LA BREA AVENUE	INGLEWOOD	LOS ANGELES	CA	Pre-7/23/09	
145	5396	10110 SOUTH HAWTHORNE BLVD	INGLEWOOD	LOS ANGELES	CA	Pre-7/23/09	
146	5438	2876 WEST IMPERIAL HIGHWAY	INGLEWOOD	LOS ANGELES	CA	Pre-7/23/09	
147	4172	2600 WEST MANCHESTER BLVD	INGLEWOOD	LOS ANGELES	CA	11/22/2014	
148	5499	12320 LA MIRADA BLVD	LA MIRADA	LOS ANGELES	CA	Pre-7/23/09	
149	5228	1411 NORTH HACIENDA BLVD	LA PUENTE	LOS ANGELES	CA	Pre-7/23/09	
150	5398	1410 FOOTHILL BLVD	LA VERNE	LOS ANGELES	CA	Pre-7/23/09	
151	5399	11930 FOOTHILL BLVD	LAKE VIEW TERRACE	LOS ANGELES	CA	Pre-7/23/09	
152	5400	4945 WOODRUFF AVENUE	LAKEWOOD	LOS ANGELES	CA	Pre-7/23/09	
153	5402	44259 CHALLENGR WAY	LANCASTER	LOS ANGELES	CA	Pre-7/23/09	
154	5403	4065 WEST AVENUE L	LANCASTER	LOS ANGELES	CA	Pre-7/23/09	
155	5404	865 WEST AVENUE I	LANCASTER	LOS ANGELES	CA	Pre-7/23/09	
156	4150	1240 WEST AVENUE K	LANCASTER	LOS ANGELES	CA	8/23/2012	
157	2859	1973 LOMITA BLVD	LOMITA	LOS ANGELES	CA	Pre-7/23/09	
158	5405	240 WEST ANAHEIM STREET	LONG BEACH	LOS ANGELES	CA	Pre-7/23/09	
159	5406	2401 LONG BEACH BLVD	LONG BEACH	LOS ANGELES	CA	Pre-7/23/09	
160	5408	1900 NORTH LAKEWOOD BLVD	LONG BEACH	LOS ANGELES	CA	Pre-7/23/09	
161	5409	2594 SANTA FE AVENUE	LONG BEACH	LOS ANGELES	CA	Pre-7/23/09	
162	5455	5800 ATLANTIC BLVD	LONG BEACH	LOS ANGELES	CA	Pre-7/23/09	
163	3372	6500 EAST SPRING STREET	LONG BEACH	LOS ANGELES	CA	Pre-7/23/09	
164	3359	2923 EAST ANAHEIM STREET	LONG BEACH	LOS ANGELES	CA	Pre-7/23/09	
165	6394	3605 SOUTH STREET	LONG BEACH	LOS ANGELES	CA	6/13/2017	
166	3313	11282 LOS ALAMITOS BLVD	LOS ALAMITOS	LOS ANGELES	CA	Pre-7/23/09	
167	5412	1515 HILLHURST AVENUE	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	12/9/2017
168	3671	2800 E OLYMPIC BVD	LOS ANGELES	LOS ANGELES	CA	7/28/2016	
169	5361	3801 WHITTIER BLVD	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	
170	5372	12778 WASHINGTON BLVD	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	
171	5376	4891 EAGLE ROCK BLVD	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	
172	5389	6326 NORTH FIGUEROA STREET	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	
173	5390	5110 WEST SUNSET BLVD	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	
174	5413	1515 NORTH ALVARADO BLVD	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	
175	5414	2001 EAST CESAR CHAVEZ	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	
176	5415	4851 WEST PICO BLVD	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	
177	5417	1000 EAST WASHINGTON BLVD	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	
178	5419	1905 SOUTH WESTERN AVENUE	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	
179	5420	5057 WEST ADAMS BLVD	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	
180	5423	4355 SOUTH MAIN STREET	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	
181	5424	3071 NORTH SAN FERNANDO ROAD	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	
182	5425	1457 EAST FLORENCE AVENUE	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	
183	5427	3011 NORTH BROADWAY	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	
184	5430	2907 SOUTH VERMONT AVENUE	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	
185	5431	10013-1 CENTRAL AVENUE	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	
186	5432	5852 SANTA MONICA	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	
187	5433	6141 WEST PICO BLVD	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	
188	5434	1306-13 HIGHLAND AVENUE	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	
189	5437	648 WEST CENTURY BLVD	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	
190	5439	1325 WEST WASHINGTON	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	
191	5442	1250 SOUTH VERMONT #1	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	
192	5443	4301 CESAR CHAVEZ	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	
193	5444	4003 WESTERN AVENUE SOUTH	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	
194	5502	12726 SOUTH SAN PEDRO	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	
195	5222	200 WEST MANCHESTER	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	

	Store	Address	City	County	State	Date Opened	Date Closed
196	5221	1401 WEST FLORENCE AVENUE	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	
197	5220	162 SOUTH VERMONT AVENUE	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	
198	5216	4349 SOUTH CENTRAL AVENUE	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	
199	5920	4900 HUNTINGTON DRIVE	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	
200	3717	5858 SOUTH CENTRAL AVENUE	LOS ANGELES	LOS ANGELES	CA	Pre-7/23/09	
201	4092	1262 FIRESTONE BLVD	LOS ANGELES	LOS ANGELES	CA	8/29/2013	
202	6234	1200 EAST IMPERIAL	LOS ANGELES	LOS ANGELES	CA	8/18/2017	
203	3614	5870 CRENSHAW BLVD	LOS ANGELES	LOS ANGELES	CA	3/3/2018	
204	5446	10917 LONG BEACH BLVD	LYNWOOD	LOS ANGELES	CA	Pre-7/23/09	
205	5447	10721 ATLANTIC AVENUE	LYNWOOD	LOS ANGELES	CA	Pre-7/23/09	
206	5448	3250 TWEEDY BLVD	LYNWOOD	LOS ANGELES	CA	Pre-7/23/09	
207	4147	11833 ATLANTIC AVENUE	LYNWOOD	LOS ANGELES	CA	8/29/2013	
208	2893	3751 SLAUSON AVENUE	MAYWOOD	LOS ANGELES	CA	Pre-7/23/09	
209	4141	10359 SEPULVEDA BLVD	MISSION HILLS	LOS ANGELES	CA	6/15/2013	
210	5450	2301 WEST WHITTIER BLVD	MONTEBELLO	LOS ANGELES	CA	Pre-7/23/09	
211	5483	16102 NORDHOFF STREET	N HILLS	LOS ANGELES	CA	Pre-7/23/09	
212	5391	5160 VINELAND AVENUE	N HOLLYWOOD	LOS ANGELES	CA	Pre-7/23/09	
213	5445	12755 SHERMAN WAY	N HOLLYWOOD	LOS ANGELES	CA	Pre-7/23/09	
214	5454	7601 LAUREL CANYON	N HOLLYWOOD	LOS ANGELES	CA	Pre-7/23/09	
215	4018	6030 LANKERSHIM	N HOLLYWOOD	LOS ANGELES	CA	12/19/2009	
216	5472	8655 RESEDA BLVD	NORTHRIDGE	LOS ANGELES	CA	Pre-7/23/09	
217	5456	13927 PIONEER BLVD	NORWALK	LOS ANGELES	CA	Pre-7/23/09	
218	6395	12124 S STUDEBAKER	NORWALK	LOS ANGELES	CA	6/20/2017	
219	5459	10817 SUTTER AVENUE	PACOIMA	LOS ANGELES	CA	Pre-7/23/09	
220	4030	13200 WEST OSBORNE STREET	PACOIMA	LOS ANGELES	CA	7/13/2010	
221	5460	1138 EAST PALMDALE BLVD	PALMDALE	LOS ANGELES	CA	Pre-7/23/09	
222	5461	3081 EAST PALMDALE BLVD	PALMDALE	LOS ANGELES	CA	Pre-7/23/09	
223	2839	37251 47TH STREET EAST	PALMDALE	LOS ANGELES	CA	Pre-7/23/09	
224	4097	5022 WEST AVENUE N	PALMDALE	LOS ANGELES	CA	1/6/2012	
225	3715	16249 PARAMOUNT BLVD	PARAMOUNT	LOS ANGELES	CA	1/16/2016	
226	5465	550 NORTH LAKE AVENUE	PASADENA	LOS ANGELES	CA	Pre-7/23/09	
227	5219	9350 WHITTIER BLVD	PICO RIVERA	LOS ANGELES	CA	Pre-7/23/09	
228	3713	9234 SLAUSON AVENUE	PICO RIVERA	LOS ANGELES	CA	Pre-7/23/09	
229	5469	501 EAST HOLT AVENUE	POMONA	LOS ANGELES	CA	Pre-7/23/09	
230	2846	1886 SOUTH GAREY AVENUE	POMONA	LOS ANGELES	CA	Pre-7/23/09	
231	2883	2555 NORTH TOWNE AVENUE	POMONA	LOS ANGELES	CA	Pre-7/23/09	
232	5473	18824 SHERMAN WAY	RESEDA	LOS ANGELES	CA	Pre-7/23/09	
233	5475	9712 EAST VALLEY BLVD	ROSEMEAD	LOS ANGELES	CA	Pre-7/23/09	
234	5476	8350 GARVEY AVENUE	ROSEMEAD	LOS ANGELES	CA	Pre-7/23/09	
235	5486	1957 DURFEE ROAD	S EL MONTE	LOS ANGELES	CA	Pre-7/23/09	
236	5681	55 MACLAY AVENUE NORTH	SAN FERNANDO	LOS ANGELES	CA	Pre-7/23/09	
237	5480	535 SOUTH PACIFIC AVENUE SOUTH	SAN PEDRO	LOS ANGELES	CA	Pre-7/23/09	
238	2861	19327 SOLEDAD CANYON ROAD	SANTA CLARITA	LOS ANGELES	CA	Pre-7/23/09	
239	4070	23046 SOLEDAD ROAD	SANTA CLARITA	LOS ANGELES	CA	4/4/2012	
240	4135	24820 ORCHARD VILLAGE ROAD	SANTA CLARITA	LOS ANGELES	CA	5/5/2012	
241	4173	11560 TELEGRAPH RD	SANTA FE SPRINGS	LOS ANGELES	CA	2/13/2014	
242	5498	8344 SEPULVEDA BLVD	SEPULVEDA	LOS ANGELES	CA	Pre-7/23/09	
243	5485	5150 VAN NUYS BLVD	SHERMAN OAKS	LOS ANGELES	CA	Pre-7/23/09	
244	5487	8215 LONG BEACH BLVD	SOUTH GATE	LOS ANGELES	CA	Pre-7/23/09	
245	5488	4060 FIRESTONE BLVD	SOUTH GATE	LOS ANGELES	CA	Pre-7/23/09	
246	5489	8003 VINELAND AVENUE	SUN VALLEY	LOS ANGELES	CA	Pre-7/23/09	
247	5491	13480 WEST HUBBARD STREET	SYLMAR	LOS ANGELES	CA	Pre-7/23/09	
248	5463	6300 ROSEMEAD BLVD	TEMPLE CITY	LOS ANGELES	CA	Pre-7/23/09	
249	5493	1433 WEST CARSON STREET	TORRANCE	LOS ANGELES	CA	Pre-7/23/09	
250	5944	17490 HAWTHORNE BLVD	TORRANCE	LOS ANGELES	CA	Pre-7/23/09	
251	5494	7448 FOOTHILL BLVD	TUJUNGA	LOS ANGELES	CA	Pre-7/23/09	
252	5495	14058 VICTORY BLVD	VAN NUYS	LOS ANGELES	CA	Pre-7/23/09	
253	5496	16500 SHERMAN WAY	VAN NUYS	LOS ANGELES	CA	Pre-7/23/09	
254	5369	730 NORTH AZUSA AVENUE	WEST COVINA	LOS ANGELES	CA	Pre-7/23/09	
255	4006	1035 EAST AMAR ROAD	WEST COVINA	LOS ANGELES	CA	Pre-7/23/09	
256	5482	11855 WHITTIER BLVD	WHITTIER	LOS ANGELES	CA	Pre-7/23/09	
257	5887	13541 FLORENCE	WHITTIER	LOS ANGELES	CA	Pre-7/23/09	
258	6721	14153 WHITTIER BLV	WHITTIER	LOS ANGELES	CA	8/22/2018	
259	5503	404W PACIFIC COAST	WILMINGTON	LOS ANGELES	CA	Pre-7/23/09	
260	3709	1633 WEST ROBERTSON BLVD	CHOWCHILLA	MADERA	CA	10/10/2009	

	Store	Address	City	County	State	Date Opened	Date Closed
261	2874	211 NORTH GATEWAY DRIVE	MADERA	MADERA	CA	Pre-7/23/09	
262	3759	1520 COUNTRY CLUB DRIVE	MADERA	MADERA	CA	Pre-7/23/09	
263	3698	40059 HWY 41	OAKHURST	MADERA	CA	8/7/2018	
264	3355	975 NORTH STATE STREET	UKIAH	MENDOCINO	CA	Pre-7/23/09	
265	5506	470 BELLEVUE ROAD	ATWATER	MERCED	CA	Pre-7/23/09	
266	6254	1249 ELGIN AVENUE	DOS PALOS	MERCED	CA	6/3/2015	
267	6219	456 WINTON PARKWAY	LIVINGSTON	MERCED	CA	1/17/2015	
268	5507	665 PACHECO BLVD	LOS BANOS	MERCED	CA	Pre-7/23/09	
269	5508	1635 R STREET	MERCED	MERCED	CA	Pre-7/23/09	
270	4188	3095 G STREET	MERCED	MERCED	CA	11/21/2014	
271	5509	851-R 5TH STREET	GONZALES	MONTEREY	CA	Pre-7/23/09	
272	3691	722 WALNUT AVE	GREENFIELD	MONTEREY	CA	11/16/2016	
273	5510	510-A CANAL STREET	KING CITY	MONTEREY	CA	Pre-7/23/09	
274	6218	262 RESERVATION ROAD	MARINA	MONTEREY	CA	8/22/2013	
275	5512	1011 EAST ALISAL STREET	SALINAS	MONTEREY	CA	Pre-7/23/09	
276	5513	17643 VIERRA CANYON ROAD	SALINAS	MONTEREY	CA	Pre-7/23/09	
277	5514	1488 NORTH MAIN STREET	SALINAS	MONTEREY	CA	Pre-7/23/09	
278	3744	1541 NORTH SANBORN ROAD	SALINAS	MONTEREY	CA	Pre-7/23/09	
279	6281	531 S MAIN ST	SALINAS	MONTEREY	CA	5/5/2017	
280	2852	1433 FREMONT BLVD	SEASIDE	MONTEREY	CA	Pre-7/23/09	
281	6290	2092 HECTOR DEL RO	SOLEDAD	MONTEREY	CA	7/2/2016	
282	4028	7021 MAIN STREET	AMERICAN CANYON	NAPA	CA	11/8/2010	
283	5515	698 LINCOLN AVENUE	NAPA	NAPA	CA	Pre-7/23/09	
284	5516	412 BRUNSWICK ROAD	GRASS VALLEY	NEVADA	CA	Pre-7/23/09	
285	5226	2145 WEST LINCOLN AVENUE	ANAHEIM	ORANGE	CA	Pre-7/23/09	
286	3317	423 NORTH ANAHEIM BLVD	ANAHEIM	ORANGE	CA	Pre-7/23/09	
287	3308	10842 KATELLA AVENUE	ANAHEIM	ORANGE	CA	Pre-7/23/09	
288	5519	105 WEST LAMBERT ROAD	BREA	ORANGE	CA	Pre-7/23/09	
289	5520	744 WEST 19TH STREET	COSTA MESA	ORANGE	CA	Pre-7/23/09	
290	4087	3105 HARBOR BLVD	COSTA MESA	ORANGE	CA	8/25/2012	
291	5521	5471 LINCOLN AVENUE	CYPRESS	ORANGE	CA	Pre-7/23/09	
292	5905	34061 DOHENY PARK	DANA POINT	ORANGE	CA	8/25/2017	
293	4037	18533 BROOKHURST STREET	FOUNTAIN VALLEY	ORANGE	CA	7/10/2010	
294	5522	1801 WEST ORANGETHORPE AVENUE	FULLERTON	ORANGE	CA	Pre-7/23/09	
295	5523	102 NORTH EUCLID STREET	FULLERTON	ORANGE	CA	Pre-7/23/09	
296	2898	146 NORTH RAYMOND AVENUE	FULLERTON	ORANGE	CA	Pre-7/23/09	
297	4044	3260 EAST YORBA LINDA BLVD	FULLERTON	ORANGE	CA	8/13/2010	
298	5526	12951 NELSON STREET	GARDEN GROVE	ORANGE	CA	Pre-7/23/09	
299	5527	13190 HARBOR BLVD	GARDEN GROVE	ORANGE	CA	Pre-7/23/09	
300	2872	12056 BROOKHURST STREET	GARDEN GROVE	ORANGE	CA	Pre-7/23/09	
301	5528	6800 WARNER AVENUE	HUNTINGTON BEACH	ORANGE	CA	Pre-7/23/09	
302	5532	1200 WEST IMPERIAL AVENUE	LA HABRA	ORANGE	CA	Pre-7/23/09	
303	6202	1781 W WHITTIER B	LA HABRA	ORANGE	CA	4/27/2018	
304	2888	24361 MUIRLAND BLVD	LAKE FOREST	ORANGE	CA	Pre-7/23/09	
305	5533	22942 LOS ALISOS BLVD	MISSION VIEJO	ORANGE	CA	Pre-7/23/09	
306	5536	4437 EAST CHAPMAN AVENUE	ORANGE	ORANGE	CA	Pre-7/23/09	
307	5942	1330 NORTH GLASSELL STREET #A	ORANGE	ORANGE	CA	Pre-7/23/09	
308	4154	655 NORTH TUSTIN STREET	ORANGE	ORANGE	CA	7/26/2013	
309	3301	717 NORTH EL CAMINO REAL	SAN CLEMENTE	ORANGE	CA	Pre-7/23/09	
310	5537	1201 SOUTH STANDARD AVENUE	SANTA ANA	ORANGE	CA	Pre-7/23/09	
311	5538	1101 SOUTH BRISTOL STREET	SANTA ANA	ORANGE	CA	Pre-7/23/09	
312	5540	810 SOUTH HARBOR BLVD	SANTA ANA	ORANGE	CA	Pre-7/23/09	
313	5232	430 WEST 17TH STREET	SANTA ANA	ORANGE	CA	Pre-7/23/09	
314	3320	2007 SOUTH MAIN STREET	SANTA ANA	ORANGE	CA	Pre-7/23/09	
315	3370	2603 SOUTH BRISTOL STREET	SANTA ANA	ORANGE	CA	Pre-7/23/09	
316	4129	2413 WEST 17TH STREET	SANTA ANA	ORANGE	CA	8/23/2012	
317	4089	1735 NORTH GRAND AVENUE	SANTA ANA	ORANGE	CA	8/20/2014	
318	4072	11792 BEACH BLVD	STANTON	ORANGE	CA	12/29/2011	
319	5541	14460 NEWPORT AVENUE	TUSTIN	ORANGE	CA	Pre-7/23/09	
320	5001	13721 NEWPORT AVE	TUSTIN	ORANGE	CA	3/9/2018	
321	5543	6611 WESTMINSTER AVENUE	WESTMINSTER	ORANGE	CA	Pre-7/23/09	
322	5544	8481 WESTMINSTER BLVD	WESTMINSTER	ORANGE	CA	Pre-7/23/09	
323	5545	18528 YORBA LINDA BLVD	YORBA LINDA	ORANGE	CA	Pre-7/23/09	
324	3874	2580 BELL ROAD	AUBURN	PLACER	CA	8/24/2018	
325	4043	130 GATEWAY DRIVE	LINCOLN	PLACER	CA	8/26/2010	

	Store	Address	City	County	State	Date Opened	Date Closed
326	5546	6651 STANFORD RANCH ROAD	ROCKLIN	PLACER	CA	Pre-7/23/09	
327	3716	5170 FOOTHILLS BLVD	ROSEVILLE	PLACER	CA	Pre-7/23/09	
328	4145	361 ROSEVILLE SQUARE	ROSEVILLE	PLACER	CA	5/3/2013	
329	2816	3453A WEST RAMSEY STREET	BANNING	RIVERSIDE	CA	Pre-7/23/09	
330	2882	1151 EAST 6TH STREET	BEAUMONT	RIVERSIDE	CA	Pre-7/23/09	
331	5549	812 EAST HOBSON WAY	BLYTHE	RIVERSIDE	CA	Pre-7/23/09	
332	5550	32375 DATE PALM DRIVE	CATHEDRAL CITY	RIVERSIDE	CA	Pre-7/23/09	
333	5552	50-700 HARRISON STREET	COACHELLA	RIVERSIDE	CA	Pre-7/23/09	
334	5554	1014 WEST 6TH STREET	CORONA	RIVERSIDE	CA	Pre-7/23/09	
335	4017	501 NORTH MCKINLEY STREET	CORONA	RIVERSIDE	CA	8/5/2009	
336	4038	1280 EAST ONTARIO AVENUE	CORONA	RIVERSIDE	CA	5/30/2010	
337	4146	14228 SCHLEISMAN ROAD	CORONA	RIVERSIDE	CA	3/28/2014	
338	2877	12660 PALM DRIVE	DESERT HOT SPRINGS	RIVERSIDE	CA	Pre-7/23/09	
339	5556	3100 EAST FLORIDA AVENUE	HEMET	RIVERSIDE	CA	Pre-7/23/09	
340	2820	1550 WEST FLORIDA AVENUE	HEMET	RIVERSIDE	CA	Pre-7/23/09	
341	5557	82220 HIGHWAY 111	INDIO	RIVERSIDE	CA	Pre-7/23/09	
342	3363	41850 JACKSON STREET	INDIO	RIVERSIDE	CA	5/4/2012	
343	5560	78792 HIGHWAY 111	LA QUINTA	RIVERSIDE	CA	Pre-7/23/09	
344	5558	30870 RIVERSIDE DRIVE	LAKE ELSINORE	RIVERSIDE	CA	Pre-7/23/09	
345	5559	32231 MISSION TRAIL	LAKE ELSINORE	RIVERSIDE	CA	Pre-7/23/09	
346	5561	30121 ANTELOPE ROAD	MENIFEE	RIVERSIDE	CA	Pre-7/23/09	
347	4153	26100 NEWPORT ROAD	MENIFEE	RIVERSIDE	CA	3/7/2014	
348	5562	11020 LIMONITE AVENUE	MIRA LOMA	RIVERSIDE	CA	Pre-7/23/09	
349	5563	24570 ALESSANDRO BLVD	MORENO VALLEY	RIVERSIDE	CA	Pre-7/23/09	
350	5564	12601 PERRIS BLVD	MORENO VALLEY	RIVERSIDE	CA	Pre-7/23/09	
351	5565	23510 SUNNYMEAD BLVD	MORENO VALLEY	RIVERSIDE	CA	Pre-7/23/09	
352	3714	16210 PERRIS BLVD	MORENO VALLEY	RIVERSIDE	CA	Pre-7/23/09	
353	6206	27660 EUCALYPTUS AVENUE	MORENO VALLEY	RIVERSIDE	CA	6/17/2014	
354	5566	40950 CALIF OAKS ROAD	MURRIETA	RIVERSIDE	CA	Pre-7/23/09	
355	3340	1404 HAMNER AVENUE	NORCO	RIVERSIDE	CA	Pre-7/23/09	
356	5567	73605 HIGHWAY 111	PALM DESERT	RIVERSIDE	CA	Pre-7/23/09	
357	6227	34860 MONTEREY AVENUE	PALM DESERT	RIVERSIDE	CA	7/31/2014	
358	5568	1717 EAST VISTA CHINO	PALM SPRINGS	RIVERSIDE	CA	Pre-7/23/09	
359	5570	401 EAST 4TH STREET	PERRIS	RIVERSIDE	CA	Pre-7/23/09	
360	5571	1675 NORTH PERRIS BLVD	PERRIS	RIVERSIDE	CA	Pre-7/23/09	
361	6163	3150 CASE RD BLD A	PERRIS	RIVERSIDE	CA	1/4/2019	
362	5547	1947 UNIVERSITY AVENUE	RIVERSIDE	RIVERSIDE	CA	Pre-7/23/09	
363	5573	4195 VAN BUREN BLVD	RIVERSIDE	RIVERSIDE	CA	Pre-7/23/09	
364	5574	19486 VAN BUREN BLVD	RIVERSIDE	RIVERSIDE	CA	Pre-7/23/09	
365	5575	10249 ARLINGTON AVENUE	RIVERSIDE	RIVERSIDE	CA	Pre-7/23/09	
366	5576	6047-A MAGNOLIA AVENUE	RIVERSIDE	RIVERSIDE	CA	Pre-7/23/09	
367	5578	3400 LA SIERRA AVENUE #E	RIVERSIDE	RIVERSIDE	CA	Pre-7/23/09	
368	6284	4980 LA SIERRA AV	RIVERSIDE	RIVERSIDE	CA	4/29/2016	
369	3322	7315 INDIANA AVENUE	RIVERSIDE	RIVERSIDE	CA	Pre-7/23/09	
370	5580	3782 RIVERVIEW DRIVE	RUBIDOUX	RIVERSIDE	CA	Pre-7/23/09	
371	5581	1540 SOUTH SAN JACINTO	SAN JACINTO	RIVERSIDE	CA	Pre-7/23/09	
372	5582	31837 TEMCULA PARKWAY	TEMECULA	RIVERSIDE	CA	Pre-7/23/09	
373	5936	40345 WINCHESTER ROAD	TEMECULA	RIVERSIDE	CA	Pre-7/23/09	
374	4024	4408 ELVERTA ROAD	ANTELOPE	SACRAMENTO	CA	2/12/2010	
375	4045	6525 FAIR OAKS BLVD	CARMICHAEL	SACRAMENTO	CA	8/7/2012	
376	5585	6920 SUNRISE BLVD	CITRUS HEIGHTS	SACRAMENTO	CA	Pre-7/23/09	
377	5587	8129 AUBURN BLVD	CITRUS HEIGHTS	SACRAMENTO	CA	Pre-7/23/09	
378	2842	9240 ELK GROVE FLORIN ROAD	ELK GROVE	SACRAMENTO	CA	Pre-7/23/09	
379	4159	5011 LAGUNA BLVD	ELK GROVE	SACRAMENTO	CA	8/23/2013	
380	6289	10047 BRUCEVILLE R	ELK GROVE	SACRAMENTO	CA	5/20/2018	
381	5916	429 BLUE RAVINE ROAD	FOLSOM	SACRAMENTO	CA	Pre-7/23/09	
382	5588	1018 C STREET	GALT	SACRAMENTO	CA	Pre-7/23/09	
383	5590	3675 ELKHORN BLVD	N HIGHLANDS	SACRAMENTO	CA	Pre-7/23/09	
384	3675	8895 GREENBACK LN	ORANGEVALE	SACRAMENTO	CA	7/6/2016	
385	5595	3609 BRADSHAW RD	RANCHO CORDOVA	SACRAMENTO	CA	Pre-7/23/09	
386	3336	10791 FOLSOM BLVD	RANCHO CORDOVA	SACRAMENTO	CA	Pre-7/23/09	
387	6258	10121 FOLSOM BLVD	RANCHO CORDOVA	SACRAMENTO	CA	2/13/2015	
388	5593	1900 BROADWAY	SACRAMENTO	SACRAMENTO	CA	Pre-7/23/09	
389	5594	3121 MARYSVILLE BLVD	SACRAMENTO	SACRAMENTO	CA	Pre-7/23/09	
390	5596	3333 FRUITRIDGE ROAD	SACRAMENTO	SACRAMENTO	CA	Pre-7/23/09	

Exhibit -- California AutoZone Covered Matter ilities

	Store	Address	City	County	State	Date Opened	Date Closed
391	5597	5501 FOLSOM BLVD	SACRAMENTO	SACRAMENTO	CA	Pre-7/23/09	
392	5598	6100 MACK ROAD #500A	SACRAMENTO	SACRAMENTO	CA	Pre-7/23/09	
393	5599	2720 FLORIN ROAD	SACRAMENTO	SACRAMENTO	CA	Pre-7/23/09	
394	5601	5305 FRUITRIDGE ROAD	SACRAMENTO	SACRAMENTO	CA	Pre-7/23/09	
395	5602	2223 FULTON AVENUE	SACRAMENTO	SACRAMENTO	CA	Pre-7/23/09	
396	5603	3455 WATT AVENUE	SACRAMENTO	SACRAMENTO	CA	Pre-7/23/09	
397	2867	8135 FLORIN ROAD	SACRAMENTO	SACRAMENTO	CA	Pre-7/23/09	
398	2895	5820 AUBURN BLVD	SACRAMENTO	SACRAMENTO	CA	Pre-7/23/09	
399	4007	3000 NORTHGATE BLVD	SACRAMENTO	SACRAMENTO	CA	Pre-7/23/09	
400	4020	8312 ELK GROVE FLORIN ROAD	SACRAMENTO	SACRAMENTO	CA	8/24/2011	
401	4488	779 E MONTE VISTA	VACAVILLE	SALANO	CA	7/1/2017	
402	5604	271 MCCRAY STREET	HOLLISTER	SAN BENITO	CA	Pre-7/23/09	
403	3699	1008 E BROADWAY	NEEDLES	SAN BERNADINO	CA	8/25/2017	
404	2844	20158 OUTER HWY 18	APPLE VALLEY	SAN BERNARDINO	CA	Pre-7/23/09	
405	5605	20878 BEAR VALLEY	APPLE VALLEY	SAN BERNARDINO	CA	Pre-7/23/09	
406	5606	1050 EAST MAIN STREET	BARSTOW	SAN BERNARDINO	CA	Pre-7/23/09	
407	5608	1035 SOUTH BLOOMINGTON	BLOOMINGTON	SAN BERNARDINO	CA	Pre-7/23/09	
408	5609	5780 RIVERSIDE DRIVE	CHINO	SAN BERNARDINO	CA	Pre-7/23/09	
409	4022	12160 CENTRAL AVENUE	CHINO	SAN BERNARDINO	CA	12/19/2009	
410	5611	4080 CHINO HILLS PARKWAY	CHINO HILLS	SAN BERNARDINO	CA	Pre-7/23/09	
411	5613	9535 SIERRA AVENUE	FONTANA	SAN BERNARDINO	CA	Pre-7/23/09	
412	2835	17140 FOOTHILL BLVD	FONTANA	SAN BERNARDINO	CA	Pre-7/23/09	
413	3327	11617 CHERRY AVENUE	FONTANA	SAN BERNARDINO	CA	Pre-7/23/09	
414	2891	14343 BASELINE AVENUE	FONTANA	SAN BERNARDINO	CA	Pre-7/23/09	
415	4032	16075 SIERRA LAKES PARKWAY	FONTANA	SAN BERNARDINO	CA	2/11/2012	
416	4008	17012 SLOVER AVENUE	FONTANA	SAN BERNARDINO	CA	Pre-7/23/09	
417	5614	22203 BARTON ROAD	GRAND TERRACE	SAN BERNARDINO	CA	Pre-7/23/09	
418	5615	17115 MAIN STREET	HESPERIA	SAN BERNARDINO	CA	Pre-7/23/09	
419	2836	15273 BEAR VALLEY ROAD	HESPERIA	SAN BERNARDINO	CA	Pre-7/23/09	
420	4077	14466 MAIN STREET - BLDG A	HESPERIA	SAN BERNARDINO	CA	3/23/2012	
421	2851	27292 BASELINE AVENUE	HIGHLAND	SAN BERNARDINO	CA	Pre-7/23/09	
422	5616	5183 HOLT AVENUE	MONTCLAIR	SAN BERNARDINO	CA	Pre-7/23/09	
423	4002	8780 CENTRAL AVENUE	MONTCLAIR	SAN BERNARDINO	CA	Pre-7/23/09	
424	DC 10	1800 SOUTH WINEVILLE AVENUE	ONTARIO	SAN BERNARDINO	CA	Pre-7/23/09	
425	5617	1860 SOUTH EUCLID AVENUE	ONTARIO	SAN BERNARDINO	CA	Pre-7/23/09	
426	5618	570 EAST HOLT BLVD	ONTARIO	SAN BERNARDINO	CA	Pre-7/23/09	
427	5619	1881 EAST 4TH STREET	ONTARIO	SAN BERNARDINO	CA	Pre-7/23/09	
428	3328	1060 NORTH MOUNTAIN AVENUE	ONTARIO	SAN BERNARDINO	CA	Pre-7/23/09	
429	3350	3030 SOUTH ARCHIBALD	ONTARIO	SAN BERNARDINO	CA	Pre-7/23/09	
430	5621	4071 PHELAN ROAD	PHELAN	SAN BERNARDINO	CA	Pre-7/23/09	
431	5622	9457 FOOTHILL BLVD	RANCHO CUCAMONGA	SAN BERNARDINO	CA	Pre-7/23/09	
432	5623	11898 FOOTHILL BVD	RANCHO CUCAMONGA	SAN BERNARDINO	CA	Pre-7/23/09	
433	2822	745 EAST CITRUS AVENUE	REDLANDS	SAN BERNARDINO	CA	Pre-7/23/09	
434	4049	2052 WEST REDLANDS BLVD	REDLANDS	SAN BERNARDINO	CA	11/11/2010	
435	6274	1785 EAST LUGONIA AVENUE #106	REDLANDS	SAN BERNARDINO	CA	8/28/2014	
436	5626	702 EAST FOOTHILL BLVD	RIALTO	SAN BERNARDINO	CA	Pre-7/23/09	
437	5627	241 WEST BASE LINE ROAD	RIALTO	SAN BERNARDINO	CA	Pre-7/23/09	
438	5060	2016 N RIVERSIDE	RIALTO	SAN BERNARDINO	CA	1/6/2018	
439	2823	233 EAST 40TH STREET	SAN BERNARDINO	SAN BERNARDINO	CA	Pre-7/23/09	
440	2831	660 EAST BASE LINE STREET	SAN BERNARDINO	SAN BERNARDINO	CA	Pre-7/23/09	
441	5632	798 HIGHLAND AVENUE	SAN BERNARDINO	SAN BERNARDINO	CA	Pre-7/23/09	
442	5642	1050 KENDALL AVENUE	SAN BERNARDINO	SAN BERNARDINO	CA	Pre-7/23/09	
443	2875	789 SOUTH MT. VERNON AVENUE	SAN BERNARDINO	SAN BERNARDINO	CA	Pre-7/23/09	
444	2830	1280 W BASELINE STREET	SAN BERNARDINO	SAN BERNARDINO	CA	Pre-7/23/09	
445	4003	566 INLAND CENTER DRIVE	SAN BERNARDINO	SAN BERNARDINO	CA	Pre-7/23/09	
446	5634	6401 ADOBE ROAD	TWENTYNINE PALMS	SAN BERNARDINO	CA	Pre-7/23/09	
447	5635	234 EAST FOOTHILL BLVD	UPLAND	SAN BERNARDINO	CA	Pre-7/23/09	
448	5636	14403 7TH STREET	VICTORVILLE	SAN BERNARDINO	CA	Pre-7/23/09	
449	2838	14675 PALMDALE ROAD	VICTORVILLE	SAN BERNARDINO	CA	Pre-7/23/09	
450	3780	14289 US HIGHWAY 395	VICTORVILLE	SAN BERNARDINO	CA	5/9/2014	
451	2812	34635 YUCAIPA BLVD	YUCAIPA	SAN BERNARDINO	CA	Pre-7/23/09	
452	2811	56505 29 PALMS HIGHWAY	YUCCA VALLEY	SAN BERNARDINO	CA	Pre-7/23/09	
453	2810	1315 3RD AVENUE	CHULA VISTA	SAN DIEGO	CA	Pre-7/23/09	
454	2817	225 BROADWAY	CHULA VISTA	SAN DIEGO	CA	Pre-7/23/09	
455	5643	685 BROADWAY	CHULA VISTA	SAN DIEGO	CA	Pre-7/23/09	

	Store	Address	City	County	State	Date Opened	Date Closed
456	5644	885 EAST H STREET	CHULA VISTA	SAN DIEGO	CA	Pre-7/23/09	
457	5646	1795 EAST MAIN STREET	EL CAJON	SAN DIEGO	CA	Pre-7/23/09	
458	3365	1080 E MAIN STREET	EL CAJON	SAN DIEGO	CA	Pre-7/23/09	
459	6288	966 BALLANTYNE ST	EL CAJON	SAN DIEGO	CA	1/20/2018	
460	5657	120 LEUCADIA BLVD	ENCINITAS	SAN DIEGO	CA	Pre-7/23/09	
461	5649	642 NORTH ESCONDIDO BLVD	ESCONDIDO	SAN DIEGO	CA	Pre-7/23/09	
462	5650	1495 EAST VALLEY PARKWAY	ESCONDIDO	SAN DIEGO	CA	Pre-7/23/09	
463	5651	440 WEST FELICITA AVENUE #1	ESCONDIDO	SAN DIEGO	CA	Pre-7/23/09	
464	5652	1081 SOUTH MISSION ROAD	FALLBROOK	SAN DIEGO	CA	Pre-7/23/09	
465	2809	7791 EL CAJON BLVD	LA MESA	SAN DIEGO	CA	Pre-7/23/09	
466	3341	12421 WOODSIDE AVENUE	LAKESIDE	SAN DIEGO	CA	Pre-7/23/09	
467	5656	7281 BROADWAY	LEMON GROVE	SAN DIEGO	CA	Pre-7/23/09	
468	5658	2140 HIGHLAND AVENUE	NATIONAL CITY	SAN DIEGO	CA	Pre-7/23/09	
469	5659	2500 EAST PLAZA BLVD	NATIONAL CITY	SAN DIEGO	CA	Pre-7/23/09	
470	5660	3975 MISSION AVENUE	OCEANSIDE	SAN DIEGO	CA	Pre-7/23/09	
471	5661	1040 MISSION AVENUE	OCEANSIDE	SAN DIEGO	CA	Pre-7/23/09	
472	4041	3513 CANNON ROAD	OCEANSIDE	SAN DIEGO	CA	8/27/2010	
473	4139	4231 OCEANSIDE BLVD	OCEANSIDE	SAN DIEGO	CA	8/24/2012	
474	6166	2253 EL CAMINO #2	OCEANSIDE	SAN DIEGO	CA	3/16/2018	
475	5664	13397 POWAY ROAD	POWAY	SAN DIEGO	CA	Pre-7/23/09	
476	2845	370 PALA STREET	RAMONA	SAN DIEGO	CA	Pre-7/23/09	
477	5662	2445 OTAY CENTER DRIVE #101	SAN DIEGO	SAN DIEGO	CA	Pre-7/23/09	
478	5665	1950 CABLE STREET	SAN DIEGO	SAN DIEGO	CA	Pre-7/23/09	
479	5667	6085 BALBOA AVENUE	SAN DIEGO	SAN DIEGO	CA	Pre-7/23/09	
480	5668	4005 30TH STREET	SAN DIEGO	SAN DIEGO	CA	Pre-7/23/09	
481	5669	5006 EL CAJON BLVD	SAN DIEGO	SAN DIEGO	CA	Pre-7/23/09	
482	5671	5090 FEDERAL BLVD	SAN DIEGO	SAN DIEGO	CA	Pre-7/23/09	
483	5672	2211 IMPERIAL AVENUE	SAN DIEGO	SAN DIEGO	CA	Pre-7/23/09	
484	5673	3842 UNIVERSITY AVENUE	SAN DIEGO	SAN DIEGO	CA	Pre-7/23/09	
485	5674	2865 NATIONAL AVENUE	SAN DIEGO	SAN DIEGO	CA	Pre-7/23/09	
486	5886	3321 PALM AVENUE	SAN DIEGO	SAN DIEGO	CA	Pre-7/23/09	
487	2808	1344 PALM AVENUE	SAN DIEGO	SAN DIEGO	CA	Pre-7/23/09	
488	5231	1304 SOUTH 43RD STREET	SAN DIEGO	SAN DIEGO	CA	Pre-7/23/09	
489	3351	9152 MIRA MESA BLVD	SAN DIEGO	SAN DIEGO	CA	Pre-7/23/09	
490	4080	6905 PARADISE VALLEY ROAD	SAN DIEGO	SAN DIEGO	CA	7/13/2011	
491	4027	5921 UNIVERSITY AVENUE	SAN DIEGO	SAN DIEGO	CA	1/30/2012	
492	4138	10645 TIERRANSANTA BLVD	SAN DIEGO	SAN DIEGO	CA	6/28/2012	
493	4040	6424 MISSION GORGE ROAD	SAN DIEGO	SAN DIEGO	CA	10/20/2012	
494	5723	195 RANCHO SANTA FE ROAD	SAN MARCOS	SAN DIEGO	CA	Pre-7/23/09	
495	5676	636 SAN YSIDRO BLVD	SAN YSIDRO	SAN DIEGO	CA	Pre-7/23/09	
496	3347	285 TOWN CENTER PARKWAY	SANTEE	SAN DIEGO	CA	Pre-7/23/09	
497	5678	699 SWEETWATER ROAD	SPRING VALLEY	SAN DIEGO	CA	Pre-7/23/09	
498	4155	9710 CAMPO ROAD	SPRING VALLEY	SAN DIEGO	CA	2/9/2013	
499	5679	573 WEST VISTA WAY	VISTA	SAN DIEGO	CA	Pre-7/23/09	
500	2819	1410 NORTH SANTA FE AVENUE	VISTA	SAN DIEGO	CA	Pre-7/23/09	
501	4078	950 SOUTH SANTA FE AVENUE	VISTA	SAN DIEGO	CA	2/15/2014	
502	4084	1575 SOUTH VAN NESS AVENUE	SAN FRANCISCO	SAN FRANCISCO	CA	4/7/2012	
503	5682	1300 WEST KETTLEMAN	LODI	SAN JOAQUIN	CA	Pre-7/23/09	
504	3335	147 SOUTH MAIN STREET	MANTECA	SAN JOAQUIN	CA	Pre-7/23/09	
505	5684	1339 SUTTER SREET	STOCKTON	SAN JOAQUIN	CA	Pre-7/23/09	
506	5685	8228 WEST LANE	STOCKTON	SAN JOAQUIN	CA	Pre-7/23/09	
507	5686	1448 NORTH EL DORADO	STOCKTON	SAN JOAQUIN	CA	Pre-7/23/09	
508	2858	1100 NORTH WILSON WAY	STOCKTON	SAN JOAQUIN	CA	Pre-7/23/09	
509	3326	2309 WEST HAMMER LANE	STOCKTON	SAN JOAQUIN	CA	Pre-7/23/09	
510	4036	3828 EAST MAIN STREET	STOCKTON	SAN JOAQUIN	CA	7/16/2011	
511	3779	3512 MANTHEY ROAD	STOCKTON	SAN JOAQUIN	CA	1/29/2012	
512	6217	941 WEST MARCH LANE	STOCKTON	SAN JOAQUIN	CA	5/10/2014	
513	3315	1122 WEST 11TH STREET	TRACY	SAN JOAQUIN	CA	Pre-7/23/09	
514	4079	8195 EL CAMINO REAL	ATASCADERO	SAN LUIS OBISPO	CA	4/25/2011	
515	4021	1401 GRAND AVENUE	GROVER BEACH	SAN LUIS OBISPO	CA	6/22/2010	
516	2805	450 QUINTANA ROAD	MORRO BAY	SAN LUIS OBISPO	CA	Pre-7/23/09	
517	4025	2123 SPRING STREET	PASO ROBLES	SAN LUIS OBISPO	CA	5/9/2014	
518	3358	239 HIGUERA STREET	SAN LUIS OBISPO	SAN LUIS OBISPO	CA	Pre-7/23/09	
519	4073	6212 MISSION STREET	DALY CITY	SAN MATEO	CA	5/7/2011	
520	3302	2160 UNIVERSITY AVENUE	EAST PALO ALTO	SAN MATEO	CA	Pre-7/23/09	

	Store	Address	City	County	State	Date Opened	Date Closed
521	3307	320 EL CAMINO REAL	MILLBRAE	SAN MATEO	CA	Pre-7/23/09	
522	4026	901 EL CAMINO REAL	REDWOOD CITY	SAN MATEO	CA	6/1/2010	
523	2854	3880 SOUTH EL CAMINO REAL	SAN MATEO	SAN MATEO	CA	Pre-7/23/09	
524	4486	5799 HOLLISTER AVE	GOLETA	SANTA BARBARA	CA	8/11/2017	
525	5687	538 NORTH H STREET	LOMPOC	SANTA BARBARA	CA	Pre-7/23/09	
526	5688	305 NORTH MILPAS STREET	SANTA BARBARA	SANTA BARBARA	CA	Pre-7/23/09	
527	5689	1793 NORTH BROADWAY	SANTA MARIA	SANTA BARBARA	CA	Pre-7/23/09	
528	3353	2020 SOUTH BROADWAY	SANTA MARIA	SANTA BARBARA	CA	Pre-7/23/09	
529	2885	94 NORTH SAN TOMAS AQUINO ROAD	CAMPBELL	SANTA CLARA	CA	Pre-7/23/09	
530	5690	6900 CHESTNUT STREET	GILROY	SANTA CLARA	CA	Pre-7/23/09	
531	4048	16025 MONTEREY ROAD	MORGAN HILL	SANTA CLARA	CA	8/19/2011	
532	5924	2690 STORY ROAD	SAN JOSE	SANTA CLARA	CA	Pre-7/23/09	
533	3354	1204 NORTH CAPITOL AVENUE	SAN JOSE	SANTA CLARA	CA	Pre-7/23/09	
534	3367	5272 MONTEREY HWY	SAN JOSE	SANTA CLARA	CA	Pre-7/23/09	
535	3369	4580 ALMADEN EXPRESSWAY	SAN JOSE	SANTA CLARA	CA	Pre-7/23/09	
536	4012	189 CURTNER AVENUE - SUITE 90	SAN JOSE	SANTA CLARA	CA	8/16/2009	
537	4046	2277 ALUM ROCK AVENUE	SAN JOSE	SANTA CLARA	CA	1/3/2012	
538	4096	769 NORTH 13TH STREET	SAN JOSE	SANTA CLARA	CA	1/3/2014	
539	6243	1717 WEST SAN CARLOS	SAN JOSE	SANTA CLARA	CA	10/17/2014	
540	6299	5566 COTTLE ROAD	SAN JOSE	SANTA CLARA	CA	12/17/2017	
541	4169	1812 HILLSDALE AVE	SAN JOSE	SANTA CLARA	CA	1/5/2018	
542	3337	2355 EL CAMINO REAL	SANTA CLARA	SANTA CLARA	CA	Pre-7/23/09	
543	4031	1114 WATER STREET	SANTA CRUZ	SANTA CRUZ	CA	8/26/2011	
544	3324	1502 FREEDOM BLVD	WATSONVILLE	SANTA CRUZ	CA	Pre-7/23/09	
545	6260	33 WEST LAKE AVENUE	WATSONVILLE	SANTA CRUZ	CA	8/21/2015	
546	3325	3251 SOUTH MARKET STREET	REDDING	SHASTA	CA	Pre-7/23/09	
547	3339	2601 CHURN CREEK ROAD	REDDING	SHASTA	CA	Pre-7/23/09	
548	3330	323 LAKE BLVD	REDDING	SHASTA	CA	Pre-7/23/09	
549	6277	1809 FORT JONES ROAD	YREKA	SISKIYOU	CA	9/19/2015	
550	3668	1650 N FIRST ST	DIXON	SOLANO	CA	10/23/2016	
551	3303	1706 NORTH TEXAS STREET	FAIRFIELD	SOLANO	CA	Pre-7/23/09	
552	5693	288 SUNSET AVENUE	SUISUN CITY	SOLANO	CA	Pre-7/23/09	
553	5694	2480 NUT TREE ROAD	VACAVILLE	SOLANO	CA	Pre-7/23/09	
554	5696	730 ADMIRAL CALLAGHAN LANE	VALLEJO	SOLANO	CA	Pre-7/23/09	
555	4011	3020 SOUTH SONOMA	VALLEJO	SOLANO	CA	11/10/2012	
556	4013	101 EAST WASHINGTON STREET	PETALUMA	SONOMA	CA	5/8/2010	
557	4014	6595 COMMERCE DRIVE	ROHNERT PARK	SONOMA	CA	8/15/2009	
558	3352	1820 GUERNEVILLE ROAD	SANTA ROSA	SONOMA	CA	Pre-7/23/09	
559	3333	1991 SEBASTOPOL ROAD	SANTA ROSA	SONOMA	CA	Pre-7/23/09	
560	4082	2510 SANTA ROSA AVENUE	SANTA ROSA	SONOMA	CA	12/21/2013	
561	3719	1765 MITCHELL ROAD	CERES	STANISLAUS	CA	Pre-7/23/09	
562	6164	2600 CROWS LAND #A	CERES	STANISLAUS	CA	2/13/2017	
563	5699	1032 OAKDALE ROAD #B	MODESTO	STANISLAUS	CA	Pre-7/23/09	
564	2868	1901 PRESCOTT ROAD	MODESTO	STANISLAUS	CA	Pre-7/23/09	
565	5225	1500 EAST HATCH ROAD	MODESTO	STANISLAUS	CA	Pre-7/23/09	
566	5698	401 PARADISE ROAD	MODESTO	STANISLAUS	CA	Pre-7/23/09	
567	4005	3401 YOSEMITE BLVD	MODESTO	STANISLAUS	CA	Pre-7/23/09	
568	4033	3601 PELANDALE AVENUE - SUITE F	MODESTO	STANISLAUS	CA	4/27/2010	
569	4074	1641 NORTH STREET	NEWMAN	STANISLAUS	CA	7/5/2012	
570	5700	1474 EAST F STREET	OAKDALE	STANISLAUS	CA	Pre-7/23/09	
571	3323	400 SOUTH 2ND STREET	PATTERSON	STANISLAUS	CA	Pre-7/23/09	
572	4019	2225 PATTERSON ROAD	RIVERBANK	STANISLAUS	CA	4/10/2010	
573	5701	1272 GEER ROAD	TURLOCK	STANISLAUS	CA	Pre-7/23/09	
574	3683	11950 YOSEMITE BLV	WATERFORD	STANISLAUS	CA	8/22/2016	
575	2826	1211 STABLER LANE	YUBA CITY	SUTTER	CA	Pre-7/23/09	
576	4095	2123 SOLANO STREET	CORNING	TEHAMA	CA	8/11/2012	
577	4148	555 SOUTH MAIN STREET	RED BLUFF	TEHAMA	CA	11/8/2013	
578	2833	1741 EAST EL MONTE WAY	DINUBA	TULARE	CA	Pre-7/23/09	
579	4083	550 SIERRA AVENUE	EARLIMART	TULARE	CA	12/10/2013	
580	5706	1123 VISALIA ROAD WEST	EXETER	TULARE	CA	Pre-7/23/09	
581	3711	1555 NORTH FARMERSVILLE ROAD	FARMERSVILLE	TULARE	CA	Pre-7/23/09	
582	3329	230 NORTH HIGHWAY 65	LINDSAY	TULARE	CA	Pre-7/23/09	
583	6222	41339 ROAD 128	OROSI	TULARE	CA	2/18/2015	
584	5708	1245 WEST HENDERSON	PORTERVILLE	TULARE	CA	Pre-7/23/09	
585	2840	1132 WEST OLIVE	PORTERVILLE	TULARE	CA	Pre-7/23/09	

	Store	Address	City	County	State	Date Opened	Date Closed
586	4160	303 EAST OLIVE AVENUE #A	PORTERVILLE	TULARE	CA	6/14/2013	
587	2834	1150 EAST TULARE AVENUE	TULARE	TULARE	CA	Pre-7/23/09	
588	5710	428 WEST HOUSTON AVENUE	VISALIA	TULARE	CA	Pre-7/23/09	
589	3360	1221 SOUTH MOONEY BLVD	VISALIA	TULARE	CA	Pre-7/23/09	
590	5711	1091 SANGUINETTI ROAD	SONORA	TUOLUMNE	CA	Pre-7/23/09	
591	6211	2291-B PICKWICK DRIVE	CAMARILLO	VENTURA	CA	7/27/2015	
592	5712	658 VENTURA ROAD	FILLMORE	VENTURA	CA	Pre-7/23/09	
593	5713	455 LOS ANGELES AVENUE	MOORPARK	VENTURA	CA	Pre-7/23/09	
594	5714	2411 SAVIERS ROAD	OXNARD	VENTURA	CA	Pre-7/23/09	
595	5715	600 NORTH VENTURA ROAD	OXNARD	VENTURA	CA	Pre-7/23/09	
596	6391	2051 NORTH OXNARD BLVD	OXNARD	VENTURA	CA	10/9/2015	
597	5716	159 EAST HARVARD	SANTA PAULA	VENTURA	CA	Pre-7/23/09	
598	5717	2375 SYCAMORE DRIVE	SIMI VALLEY	VENTURA	CA	Pre-7/23/09	
599	5718	2288 TAPO STREET	SIMI VALLEY	VENTURA	CA	Pre-7/23/09	
600	2240	501 E LOS ANGELES	SIMI VALLEY	VENTURA	CA	1/29/2018	
601	4167	1774 EAST THOUSAND OAKS BLVD	THOUSAND OAKS	VENTURA	CA	3/10/2014	
602	5719	2610 EAST MAIN STREET	VENTURA	VENTURA	CA	Pre-7/23/09	
603	2832	9459 TELEPHONE ROAD	VENTURA	VENTURA	CA	Pre-7/23/09	
604	5720	1400 WEST CAPITOL AVENUE	WEST SACRAMENTO	YOLO	CA	Pre-7/23/09	
605	5721	90 WEST MAIN STREET	WOODLAND	YOLO	CA	Pre-7/23/09	
606	5722	420 9TH STREET	MARYSVILLE	YUBA	CA	Pre-7/23/09	

EXHIBIT B-1 -- CIVIL PENALTIES

Agency	Civil Penalties - Business and Professions §17200 Penalties	Civil Penalties - Health and Safety §25500 Penalties	Civil Penalties - Health and Safety §25189 Penalties	Total of Civil Penalties Paid to Agency
Alameda Co. District Attorney's Office	\$ 817,500.00	\$ 150,000.00	\$ -	\$ 967,500.00
Attorney General - State of California*	\$ 842,500.00	\$ 75,000.00	\$ 50,000.00	\$ 967,500.00
CDAA - Statewide Circuit Prosecutor	\$ 12,500.00	\$ -	\$ -	\$ 12,500.00
Contra Costa Co. District Attorney's Office	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
Fresno Co. District Attorney's Office	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
Glenn Co. District Attorney's Office	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00
Kern Co. District Attorney's Office	\$ 2,500.00			\$ 2,500.00
Los Angeles City Attorney	\$ 435,000.00	\$ -	\$ -	\$ 435,000.00
Los Angeles Co. District Attorney's Office	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00
Monterey Co. District Attorney's Office	\$ 435,000.00	\$ -	\$ -	\$ 435,000.00
Napa Co. District Attorney's Office	\$ 2,500.00			\$ 2,500.00
Placer Co. District Attorney's Office	\$ 2,500.00			\$ 2,500.00
Riverside Co. District Attorney's Office** (see below)	\$ 435,000.00	\$ -	\$ -	\$ 435,000.00
Sacramento Co. District Attorney's Office*** (see below)	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
San Bernardino Co. District Attorney's Office	\$ 435,000.00	\$ -	\$ -	\$ 435,000.00
San Diego Co. District Attorney's Office	\$ 435,000.00	\$ -	\$ -	\$ 435,000.00
San Francisco Co. District Attorney's Office	\$ 435,000.00	\$ -	\$ -	\$ 435,000.00
San Joaquin Co. District Attorney's Office**** (see below)	\$ 376,250.00	\$ 100,000.00	\$ -	\$ 476,250.00
San Luis Obispo Co. District Attorney's Office	\$ 2,500.00			\$ 2,500.00
San Mateo Co. District Attorney's Office	\$ 2,500.00			\$ 2,500.00
Santa Barbara Co. District Attorney's Office	\$ 2,500.00			\$ 2,500.00
Santa Clara Co. District Attorney's Office	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
Shasta Co. District Attorney's Office	\$ 37,500.00	\$ -	\$ -	\$ 37,500.00
Solano Co. District Attorney's Office***** (see below)	\$ 435,000.00	\$ -	\$ -	\$ 435,000.00
Sonoma Co. District Attorney's Office	\$ 2,500.00			\$ 2,500.00
Stanislaus Co. District Attorney's Office	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00
Tulare Co. District Attorney's Office	\$ 53,500.00	\$ -	\$ -	\$ 53,500.00
Ventura Co. District Attorney's Office	\$ 717,500.00	\$ 100,000.00	\$ -	\$ 817,500.00
Yolo Co. District Attorney's Office	\$ 673,750.00	\$ 100,000.00	\$ -	\$ 773,750.00
Yuba Co. District Attorney's Office	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00
Total Civil Penalties	\$ 6,650,000.00	\$ 525,000.00	\$ 50,000.00	\$ 7,225,000.00

* The money paid to the Attorney General shall be administered by the California Department of Justice and shall be used by the Environment Section of the Public Rights Division of the Attorney General's Office, until all funds are exhausted, for any of the following purposes: (1) implementation of the Attorney General's authority to protect the environment and natural resources of the State pursuant to Government Code section 12600 et seq. and as Chief Law Officer of the State of California pursuant to Article V, section 13 of the California Constitution; (2) enforcement of laws related to environmental protection, including, but not limited to, Chapters 6.5 and 6.95, Division 20, of the California Health and Safety Code, and Government Code section 11135 et seq.; (3) enforcement of the Unfair Competition Law, Business and Professions Code section 17200, et seq., as it relates to protection of the environment and natural resources of the State of California; and (4) other environmental actions or initiatives which benefit the State of California and its citizens as determined by the Attorney General. Such funding may be used for the costs of the Attorney General's investigation, filing fees and other court costs, payment to expert witnesses and technical consultants, purchase of equipment, laboratory analyses, personnel costs, travel costs, and other costs necessary to pursue environmental actions or initiatives investigated or initiated by the Attorney General for the benefit of the State of California and its citizens.

** RIVERSIDE Penalties: Business and Professions Code §17200: "Defendant" shall pay \$450,000.00 to the Riverside County District Attorney's Office as civil penalties in settlement of alleged violations of Business and Professions Code section 17200. Pursuant to Business and Professions Code section 17206(b), said sum will be paid in the form of a check made payable to the District Attorney, County of Riverside; sums to be distributed as follows: 100 percent will be deposited into the consumer protection prosecution account in the General Fund of Riverside County.

*** SACRAMENTO: Court further orders that these proceeds are designated as non-supplanting funds to be used by the Sacramento County District Attorney's Office only for the investigation and prosecution of environmental protection cases including, without limitation, those cases that can potentially be brought as unfair competition actions pursuant to B&P Code Section 17200 et seq.

**** SAN JOAQUIN: Business and Professions Code § 17200 Penalties shall be paid to the "Treasurer of San Joaquin County". Penalties allocated to Health and Safety Code § 25500 shall be paid to the "San Joaquin Co. District Attorney's Office".

EXHIBIT B-1 -- CIVIL PENALTIES

***** SOLANO: Court further orders that these proceeds are designated as non-supplanting funds to be used by the Solano County District Attorney's Office only for the investigation and prosecution of environmental protection cases including, without limitation, those cases that can potentially be brought as unfair competition actions pursuant to B&P Code Section 17200 et seq.

Pursuant to Government Code section 26506, any civil penalties recovered in a civil action "brought jointly in the name of the People of the State of California by the Attorney General, one or more district attorneys, or by one or more city attorneys, or any combination thereof, shall be paid as approved by the court."

EXHIBIT B-2 -- CIVIL PENALTIES

Agency	Civil Penalties - Health and Safety \$25500 Penalties	Civil Penalties - Health and Safety \$25189 Penalties	Total of Civil Penalties Paid to Regulatory Agencies
Alameda Co. - City of San Leandro Environmental Services	\$ 5,000.00	\$ -	\$ 5,000.00
Alameda Co. - Environmental Health Services	\$ 15,000.00	\$ -	\$ 15,000.00
Contra Costa Co. - Health Services Dept., Hazardous Materials Program	\$ 12,500.00	\$ -	\$ 12,500.00
Fresno Co. - Community Health Dept., Environmental Health Division	\$ 10,000.00	\$ -	\$ 10,000.00
Glenn Co. - Air Pollution Control District	\$ 5,000.00	\$ -	\$ 5,000.00
Humboldt Co. - Div. of Environmental Health	\$ 25,000.00	\$ -	\$ 25,000.00
Los Angeles Co. - Fire Health Hazmat	\$ 100,000.00	\$ -	\$ 100,000.00
Los Angeles Co. - Long Beach Environmental Health	\$ 12,500.00	\$ -	\$ 12,500.00
Monterey Co. - Environmental Health Division	\$ 5,000.00	\$ -	\$ 5,000.00
Riverside Co. - Dept. of Health, Hazardous Materials Division	\$ 15,000.00	\$ -	\$ 15,000.00
Sacramento Co. - Environmental Mgmt. Dept.	\$ 30,000.00	\$ -	\$ 30,000.00
San Bernardino Co. - Fire Haz Mat	\$ 50,000.00	\$ 25,000.00	\$ 75,000.00
San Diego Co. - Dept. of Environmental Health	\$ 35,000.00	\$ 25,000.00	\$ 60,000.00
San Francisco Co. - City & County Public Health Dept.	\$ 5,000.00	\$ -	\$ 5,000.00
San Joaquin Co. - Environmental Health Department	\$ 47,500.00		\$ 47,500.00
Santa Clara Co. - Dept. of Environmental Health	\$ 10,000.00	\$ -	\$ 10,000.00
Shasta Co. - Environmental Health Division	\$ 25,000.00		\$ 25,000.00
Solano Co. - Environmental Health Services	\$ 10,000.00	\$ -	\$ 10,000.00
Stanislaus Co. - Dept. of Environmental Resources	\$ 5,000.00	\$ -	\$ 5,000.00
State of CA - Department of Toxic Substances Control	\$ -	\$ 100,000.00	\$ 100,000.00
Tulare Co. - Environmental Health	\$ 47,500.00	\$ -	\$ 47,500.00
Ventura Co. - Environmental Health Division	\$ 25,000.00	\$ -	\$ 25,000.00
Yolo Co. - Environmental Health	\$ 25,000.00	\$ -	\$ 25,000.00
Yuba Co. - Environmental Health Dept.	\$ 5,000.00	\$ -	\$ 5,000.00
Total Regulatory Civil Penalties	\$ 525,000.00	\$ 150,000.00	\$ 675,000.00

Exhibit C – Supplemental Environmental Projects

1. **Environmental Protection Prosecution Fund.** AUTOZONE INC. shall provide the amount of Two Hundred Thousand Dollars (\$200,000.00) to be used by the Craig Thompson Environmental Protection Prosecution Fund (“CTEPP Fund”) for purposes consistent with the mission of the CTEPP Fund.

2. **CUPA Forum Environmental Protection Trust Fund.**

- a. AUTOZONE INC. shall provide the amount of Two Hundred Thousand Dollars (\$200,000.00) to the CUPA Forum Environmental Protection Trust Fund, which is administered and to be used by the California Certified Unified Program Agency (CUPA) Forum, for purposes consistent with the mission of the Trust for the CUPA Forum.
- b. AUTOZONE INC. shall provide the amount of Five Hundred Thousand Dollars (\$500,000.00) to fund scholarships for attendance and participation at the annual CUPA Conference. Each of these scholarships shall cover conference registration, transportation, meals, and hotel at the training conference rate. Travel and per diem expenses will be reimbursed in accordance with the reimbursement policies of the “California CUPA Forum Board Training Conference Expense Reimbursement Policies”, and any subsequent modifications thereto.

3. **California Advanced Environmental Criminal Training Program (Cal-AECTP) with CHMIA.** AUTOZONE INC. shall provide the amount of Eighty Thousand Dollars (\$80,000.00) to be used by CHMIA to fund full scholarships for attendance and participation in their Advanced Environmental Criminal Training Program. Each of these scholarships shall cover conference registration, travel, food, lodging, and incidentals.

4. **California Specialized Training Institute – Environmental Crimes Course in conjunction with the California Hazardous Material Investigators Association (CHMIA).** AUTOZONE INC. shall provide Forty-five Thousand Dollars (\$45,000.00) to fund basic investigator courses scholarships. Each of these scholarships shall cover conference registration, travel, food, lodging, and incidentals.
5. **California District Attorneys Association Circuit Prosecutor Project.*** AUTOZONE INC. shall provide the amount of Forty-five Thousand Dollars (\$45,000.00) to be used by the California District Attorneys Association Circuit Prosecutor Project for purposes consistent with the objectives of the Circuit Prosecutor Project.
6. **California District Attorneys Association Environmental Project.*** AUTOZONE INC. shall provide the amount of One Hundred Thousand Dollars (\$100,000.00) payable to the California District Attorneys Association – Environmental Project (“Environmental Project”) to be used by the Environmental Project for the purpose of providing training consistent with the objectives of the Environmental Project.
7. **Department of Toxic Substances Control Training Fund.** AUTOZONE INC. shall provide the amount of Forty Thousand Dollars (\$40,000.00) for Department of Toxic Substances Control staff to attend the California Hazardous Materials Investigators Association Annual Conference, Cal CUPA Forum Annual Training Conference, The Continuing Challenge Conference, McCoy’s RCRA Seminar, California Specialized Training Institute Haz Mat Technician and Specialist Training Courses, and the Western States Project Trainings and Conference. This money can include registration, travel and per diem.
8. **Western States Project.*** AUTOZONE INC. shall provide the amount of Forty Thousand Dollars (\$40,000.00) to be used by the Western States Project for an environmental

enforcement newsletter and the development and maintenance of a webpage with information about the Regional Environmental Enforcement Associations.^o

9. **Product Stewardship Institute.** * AUTOZONE INC. shall provide One Hundred Thousand Dollars (\$100,000.00) to be used by the Product Stewardship Institute for educational purposes in disadvantaged communities in an effort to mitigate environmental and public health impacts of mercury caused by improper disposal of fluorescent lamps. Product Stewardship Institute will focus primarily on property management companies, facilities managers, construction contractors, and tenants of commercial buildings, including schools and apartment complexes in these communities, who are often overlooked in public health educational efforts.

* If the payment provided by AUTOZONE INC., is accepted by a designated entity, the designated entity shall provide, until the exhaustion of the funds, annual letter reports describing the specific use of the funds. The annual letter reports shall be submitted to the Plaintiff's representatives identified in this Stipulation for Entry of Final Judgment and Permanent Injunction.

^o Receipt of this money is for the exclusive use described in this paragraph.

EXHIBIT D-1 -- COSTS

Agency	Total Costs to Agency
Alameda Co. District Attorney's Office	\$ 105,000.00
Attorney General - State of California*	\$ 90,000.00
CDA - Statewide Circuit Prosecutor	\$ 2,000.00
Contra Costa Co. District Attorney's Office	\$ 1,000.00
Fresno Co. District Attorney's Office	\$ 1,000.00
Los Angeles City Attorney	\$ 17,000.00
Los Angeles Co. District Attorney's Office	\$ 1,000.00
Monterey Co. District Attorney's Office	\$ 17,000.00
Riverside Co. District Attorney's Office** (see below)	\$ 25,000.00
Sacramento Co. District Attorney's Office*** (see below)	\$ 1,000.00
San Bernardino Co. District Attorney's Office	\$ 40,000.00
San Diego Co. District Attorney's Office	\$ 35,000.00
San Francisco Co. District Attorney's Office	\$ 20,000.00
San Joaquin Co. District Attorney's Office	\$ 50,000.00
Shasta Co. District Attorney's Office	\$ 3,000.00
Solano Co. District Attorney's Office**** (see below)	\$ 77,000.00
Tulare Co. District Attorney's Office	\$ 18,000.00
Ventura Co. District Attorney's Office	\$ 52,000.00
Yolo Co. District Attorney's Office	\$ 95,000.00
Total - Prosecutor Costs	\$ 650,000.00
<p>* The money paid to the Attorney General shall be administered by the California Department of Justice and shall be used by the Environment Section of the Public Rights Division of the Attorney General's Office, until all funds are exhausted, for any of the following purposes: (1) implementation of the Attorney General's authority to protect the environment and natural resources of the State pursuant to Government Code section 12600 et seq. and as Chief Law Officer of the State of California pursuant to Article V, section 13 of the California Constitution; (2) enforcement of laws related to environmental protection, including, but not limited to, Chapters 6.5 and 6.95, Division 20, of the California Health and Safety Code, and Government Code section 11135 et seq.; (3) enforcement of the Unfair Competition Law, Business and Professions Code section 17200, et seq., as it relates to protection of the environment and natural resources of the State of California; and (4) other environmental actions or initiatives which benefit the State of California and its citizens as determined by the Attorney General. Such funding may be used for the costs of the Attorney General's investigation, filing fees and other court costs, payment to expert witnesses and technical consultants, purchase of equipment, laboratory analyses, personnel costs, travel costs, and other costs necessary to pursue environmental actions or initiatives investigated or initiated by the Attorney General for the benefit of the State of California and its citizens.</p>	
<p>** RIVERSIDE: "Defendant" shall pay \$25,000.00 as costs to the Riverside County District Attorney's Office. Said sum will be paid in the form of a check made payable to the District Attorney, County of Riverside.</p>	
<p>*** SACRAMENTO: The money paid to the Sacramento District Attorney as costs, pursuant to this Stipulation, shall be for the sole and exclusive use of the District Attorney as reimbursement for costs and to augment the budget of the District Attorney's Office pertaining to the investigation and enforcement of consumer and environmental protection laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget.</p>	
<p>**** SOLANO: This money shall be paid in one check addressed to the Solano County District Attorney's Office to be allocated as follows: \$13,402.82 for costs incurred by Solano County District Attorney's Office and \$63,597.18 for repayment of expenditures from the grants issued by Craig Thompson Environmental Protection Prosecution Fund.</p>	

EXHIBIT D-2 -- COSTS

Agency	Total Costs to Agency
Alameda Co. - City of San Leandro Environmental Services	\$ 600.00
Alameda Co. - Environmental Health Services	\$ 1,150.00
Contra Costa Co. - Health Services Dept., Hazardous Materials Program	\$ 600.00
Fresno Co. - Community Health Dept., Environmental Health Division	\$ 900.00
Glenn Co. - Air Pollution Control District	\$ 750.00
Humboldt Co. - Div. of Environmental Health	\$ 1,900.00
Los Angeles Co. - Fire Health Hazmat	\$ 35,400.00
Los Angeles Co. - Long Beach Environmental Health	\$ 2,000.00
Monterey Co. - Environmental Health Division	\$ 300.00
Riverside Co. - Dept. of Health, Hazardous Materials Division	\$ 600.00
Sacramento Co. - Environmental Mgmt. Dept.	\$ 600.00
San Bernardino Co. - Fire Haz Mat	\$ 7,200.00
San Diego Co. - Dept. of Environmental Health	\$ 4,150.00
San Joaquin Co. - Environmental Health Department	\$ 1,500.00
Santa Clara Co. - Dept. of Environmental Health	\$ 750.00
Shasta Co. - Environmental Health Division	\$ 650.00
Solano Co. - Environmental Health Services	\$ 2,100.00
Stanislaus Co. - Dept. of Environmental Resources	\$ 450.00
State of CA - Department of Toxic Substances Control	\$ 24,400.00
Tulare Co. - Environmental Health	\$ 9,200.00
Ventura Co. - Environmental Health Division	\$ 2,250.00
Yolo Co. - Environmental Health	\$ 2,250.00
Yuba Co. - Environmental Health Dept.	\$ 300.00
Total - Agency Costs	\$ 100,000.00

Exhibit E -The AutoZone Defendants' Enhanced Compliance Measures

Pursuant to Paragraph 5.7 of the Final Judgment on Consent, the AutoZone Defendants shall be entitled to a credit against civil penalties in the amount of ONE MILLION DOLLARS (\$1,000,000) for undertaking enhanced environmental compliance measures beyond those required by law, statute, regulation or ordinance. In order to receive this credit, the AutoZone Defendants shall spend TWO MILLION DOLLARS (\$2,000,000) for the enhanced environmental compliance measures specified below, during a period starting on August 1, 2014 to five years from the entry of the Final Judgment on Consent. The descriptions of the enhanced environmental compliance measures are based on the representations of the AutoZone Defendants.

ENHANCED ENVIRONMENTAL COMPLIANCE MEASURES:

Dumpster Lid Lock Program: AutoZone has arranged for the installation and maintenance of dumpster locks and metal dumpster lids at its California facilities, where reasonably feasible, to reduce the incidence of improper disposal of HAZARDOUS WASTE and UNIVERSAL WASTE by others in AutoZone-controlled dumpsters.

Dedicated California Environmental Specialist: On December, 2015, the AutoZone Defendants represent that they have hired and have retained a qualified individual with the title of California Environmental Specialist, who is located in California and whose responsibilities are dedicated to overseeing the management of HAZARDOUS WASTE and UNIVERSAL WASTE at the CALIFORNIA AUTOZONE FACILITIES in compliance with California law, including overseeing the implementation of the AutoZone Defendants' applicable policies and procedures for the management of HAZARDOUS WASTE and UNIVERSAL WASTE in California, training and counseling managerial-level and store-level employees, as warranted, responding to inquiries regarding specific issues regarding the management of HAZARDOUS WASTE and UNIVERSAL WASTE as they arise, and seeking out opportunities for improvement of the AutoZone Defendants' policies and procedures for the management of HAZARDOUS WASTE and UNIVERSAL WASTE in California and implementing such additional measures.

Post-Judgment Trash Receptacle Audits: Pursuant to Paragraph 4.1.b.i – iv of the Final Judgment on Consent, the AutoZone Defendants will implement a trash receptacle audit program and the results of the audits will be provided to the People. Consideration of the costs of this activity for a credit against civil penalties does not affect the obligation of the AutoZone Defendants to comply with Paragraph 4.1.b.i-iv.

Information Technology Improvements: Starting in September 2014, the AutoZone Defendants began implementation of improvements to their information technology systems to make their existing compliance and training programs easier to execute by creating an entirely new "Waste Management Portal" on their intranet system used by employees at the store level for training and for obtaining information regarding proper management of HAZARDOUS WASTE and UNIVERSAL WASTE. The AutoZone Defendants also developed a new capability to allow employees to input a SKU for a product sold in the California AutoZone Facilities and then determine the specific waste management

requirements for that product, improved their training programs for employees regarding WASTE management, and modified their product return labeling to reduce employee confusion about proper WASTE disposal methods. As a long-term improvement, the AutoZone Defendants, starting in February 2017, created a "Hazmat Disposal Project" to simplify the segregation of HAZARDOUS WASTE managed at the CALIFORNIA AUTOZONE FACILITIES into appropriate, compatible categories. The AutoZone

Defendants, utilizing third party assistance, developed a system to allow employees at the CALIFORNIA AUTOZONE FACILITIES to scan the bar code on any product and receive instructions on the appropriate management of that item if it became a WASTE. This technology applies to hand-held scanners used at the CALIFORNIA AUTOZONE FACILITIES. The AutoZone Defendants have the capability of adding new products to this inventory to ensure proper disposal of such new products. The Information Technology Improvements include program maintenance activities.

ACCOUNTING REPORT:

Within 30 days of entry of the Final Judgment on Consent, the AutoZone Defendants will submit an accounting report to the People, signed by an officer of the AutoZone Defendants, that provides, under penalty of perjury that, to the best of his or her actual knowledge based on information and belief and after reasonable investigation, the details and dates of the expenditures by the AutoZone Defendants for these environmental compliance measures up to the date of the entry of the Final Judgment on Consent. In the event the AutoZone Defendants have not spent TWO MILLION DOLLARS (\$2,000,000) for the specified environmental compliance measures by the date of entry of the Final Judgment on Consent, the AutoZone Defendants shall submit a second accounting report within 30 days of the completion of the expenditures required by this Exhibit E, to the People, signed by an officer of the AutoZone Defendants, that provides, under penalty of perjury that, to the best of his or her actual knowledge based on information and belief and after reasonable investigation, the details and dates of the expenditures by the AutoZone Defendants for these enhanced environmental compliance measures.